

TEXAS EDUCATION AGENCY
Open-Enrollment Charter School Renewal Application APPLICATION
Coversheet

Name of School: West Houston Charter School

Current Grade Levels Served: K through 12 Additional Grade Levels Requested -

Maximum Grade Levels to be served : K through 12

Current Enrollment: 227 Maximum Authorized Enrollment: 240 (Requesting increase)

Name of Sponsoring Entity: West Houston Charter Alliance

Check one: <input checked="" type="checkbox"/> 501(c)(3) nonprofit organization <input type="checkbox"/> Governmental Entity <input type="checkbox"/> College or University

SBOE-District: 6

Chairperson of Board of Sponsoring Entity: Joy Guercio

Applicant Mailing Address: 5618 11th Street, Katy, Texas 77459

Contact Phone # 281-391-5003 Fax # 281-391-5010

Officer of Sponsoring Entity: Joy Guercio

Chief Executive Officer of School: Joy Guercio

CEO/School Contact Phone # 281-391-5003 Fax # 281-391-5010

CEO/School Contact Email Address: [REDACTED]

CEO/School Contact Mailing Address: 5618 11th Street, Katy, Texas 77459

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for an open-enrollment charter school. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the Texas Education Agency to investigate the references listed in this application.

Joy Guercio
Signature of Chief Executive Officer Of Sponsoring Entity/date

Diana Hester 11/1/2000
Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

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1) Charter School Performance Review

West Houston has been serving public school students since August 1996. The school has evolved from its early struggles to a vibrant, exciting school where students are proud and enthusiastic about coming to school every day.

The school is most proud of these accomplishments:

It has established a creative fine arts program for elementary school children who have struggled to achieve success in the traditional elementary school.

It has sent high school juniors and seniors to the local community college and allowed these students the opportunity to obtain high school and college credit for courses taken at the community college. Special education students have also attended courses at the community college.

It has created a "family" type atmosphere where students have a sense of belonging.

It has maintained small class sizes even though the school receives less funding than the traditional public schools.

It developed its own student data base system which was shared with other charter schools and then enhanced by others, to offer a competitive product to the dominant and expensive software packages marketed by other entities.

[1] Education Program Offered & Amendments

1997 – 98 – Increased grade levels – added 10th, 11th, & 12th grades

1998 – 99 – Increased grade levels – added 1st through 6th grades

Increased enrollment from 125 to 240

1999 – 2000 – Added Kindergarten

Added Katy Creative Arts Program and Campus

Added off-campus instructional program

Fern Campus - West Houston School offers a traditional program at the Fern Campus. This site serves students in grades 7 through 12. The program is based on 6 periods, one hour in length, each day. Students are in attendance from 8:10 to 3:10. Class sizes are kept under 20. There are multi-grade classes, for instance 8th graders taking Algebra may be in a class with 9th and 10th graders. (School Calendar & Schedule – Attachment 1)

This campus has been successful in attracting special education students who need the small size classes and increased interaction with non-special education peers to be successful. Since the class sizes are small, teachers modify routinely. APPLICATION

This campus also has instituted a dual enrollment program with the Houston Community College. West Houston students attend classes at the Community College and earn both high school and college credit. A total of 22 students (5 special education) have participated in this program.

Creative Arts Program - West Houston school offers a creative arts program for elementary school students. This site serves students in grades K through 6. In addition to the traditional subjects taught, students are offered the opportunity to participate in dance, drama, music, choir, and fine art. Students have the opportunity to perform at various school functions and community events. Students are in attendance from 8:15 to 2:15.

Class sizes are kept under 15. After school programs are offered in advanced dance, theatre, art, and show choir to allow all students the opportunity to further develop these skills.

Off Campus Program - West Houston School offers off campus instruction to students who demonstrate a need for this type of service. Off campus instruction may be in the form of direct teacher instruction, independent study, or attending classes at a college campus for the purpose of dual credit. Students attending college level courses must meet the enrollment requirements set forth by the college or junior college they are attending.

Direct teacher instruction and independent study requires that each student participating in the program be in attendance a minimum of 4 hours per day. In addition, West Houston will award credit for physical education and/or fine arts instruction provided at the expense of the parent through private instruction or training accomplished either before the school day begins or after the school day has ended. All off campus students must be enrolled at the secondary or elementary campus. All students, including independent study students, are directly supervised and evaluated by a qualified teacher.

Students participating in off campus instruction are expected to master the essential elements included in the TEKS curriculum approved by the State Board of Education. Students are required to take the TAAS exam at either the Fern campus or the Katy campus.

[2] Student Performance Levels

West Houston established the following criteria:

- 97% passing rate on all sections of the TAAS
- 97 % student attendance rate
- 100% promotion rate
- 0% drop out rate
- Less than 10 disciplinary actions per year
- 97% faculty attendance rate

TAAS Passing Rates

Reading – 88.4%
Math – 84%
Writing – 85.5%

Student Attendance Rate

94.76%

Drop Out Rate

1 student during 4 years

Disciplinary Actions

Averaged approximately 7 suspensions per year

Faculty Attendance

95.21%

[4] Additional Accountability

Stanford 9 Achievement Test

Reading - 8.7 months of growth
Math – 8.1 months of growth

(These values include special education students)

[6] Governing Structure

West Houston school governance board is comprised of 7 members:

Charter School Administrator Sponsoring Entity Representative

Faculty Representative Student Representative

Parent Representative Community Representative

Local ISD Representative

Currently, the Board is functioning with the following members:

Sponsoring Entity Representative – Diana Hooten
Faculty Representative – Tracy Strauss
Parent Representative – Jenny Hrabeck
Community Representative – Connie McElroy
ISD Representative – Brenda Jefferson

The Charter School Administrator position is vacant – due to concerns of having family members on the board.

Student Representative is currently vacant

APPLICATION

The school has worked very closely with the Parent-Teacher Advisory Committee.

This group helped with school fundraising projects, reviewed budget information, and helped with other school projects, such as Career Day, and community service projects.

[7] Qualifications of Employees

Staff Requirements

Teachers hired by West Houston to provide instruction for the school's instructional programs must meet the following requirements:

1. A college degree
2. Teaching experience at some level (examples, private school, day care, business, or college)
3. No criminal record

In the event of a teacher absence, a qualified substitute teacher is provided for the sites. West Houston school maintains a list of qualified substitutes.

A total of 36 employees have been hired by West Houston. All hires have met this standard.

Currently there are 26 full and part-time staff members at West Houston for the 2000 – 2001 school year.

11 teachers have left West Houston and 2 other teachers were fired

There has been a high rate of retention among staff members:

- 7 have been with the school since 1996
- 7 have been with the school since 1997
- 6 have been with the school since 1998
- 2 are new this school year
- 8 have Texas certification
- 3 have Special Education certification
- 3 are completing teacher certification courses

[8] Budget Process

The Budget Committee has presented proposed budgets to the faculty and the Parent Teacher Advisory Committee.

After this feedback, the budget is amended by the Budget Committee.

The revised budget is presented by the Superintendent to the school Governance Board.

The School Governance Board then votes to adopt the proposed budget.

[10] Annual Audit & PEIMS

School finances have been audited by the accounting firm of Ralph & Ralph since 1997.

PEIMS data is submitted by West Houston staff in accordance with TEA regulations.

West Houston staff developed their own data base to keep PEIMS data.

[11] Facilities

Main campus has remained at 14333 Fern since 1996.

Additional campuses have been added in the following locations:

Katy Creative Arts – 5618 11th Street, Katy, Tx. – approved summer 1999.

Brown's Gymnastics – 10516 Old Katy Road

Texas Ice Academy – 18150 Gulf Freeway, Houston, Texas

Mega Gym – 1051 Eldridge, Sugarland, Texas

Texas Star Gymnastics Academy – 14050 Park Drive, Tomball, Texas

[12] Geographic Area

South Boundary – Westheimer (FM 1093)

West Boundary – State Highway 6 –(North from Westheimer, to Buffalo Bayou, East on Buffalo Bayou, north on Eldridge to Interstate 10)

North Boundary – Interstate -10 (Katy Freeway)

East Boundary – West 610 Loop

Geographic boundary is proposed for a change with this renewal.

[13] Districts Affected

APPLICATION

Impact statements have been submitted to the following school districts:

Aldine	Katy
Alief	Klein
Channelview	Lamar Consolidated
Clear Creek	LaMarque
Conroe	LaPorte
Crosby	Magnolia
Cypress-Fairbanks	North Forest
Deer Park	Pasadena
Dickinson	Pearland
Fort Bend	Royal
Friendswood	Sheldon
Galena Park	Spring
Goose Creek	Spring Branch
Houston	Stafford Municipal
Humble	Tomball

2) Statement of Need

West Houston offers a flexible, personalized environment for students. Parents choose the school because of its smaller classes, its offering of programs, such as the Creative Arts or dual-enrollment program, which are not typically offered for children, and its educational atmosphere which provides a more personalized approach to the educational environment.

West Houston is exempt from a number of Texas Education Codes. This, in addition to its small size allows West Houston to address student needs.

3) Vision of School

The vision of the school is built on the belief that all children can learn, but not in the same way or from the same sources. Our vision is that the school will create classroom climates which will enhance creativity and allow flexibility. Our vision is to encourage students to showcase their talents and weave their strengths into the daily classroom.

4) Goals for the School

1. West Houston will be listed in Q2 or Q1 in the Texas Learning Index (TLI) Average Growth (TAG) in reading, and math.
2. 90% of West Houston students will demonstrate one year of academic growth on a group administered, standardized achievement test

3. 95% student attendance rate
4. 100% of West Houston graduates will have obtained at least 3 hours of college credit prior to graduation

Instruments used to assess progress for these goals:

TAAS test
AEIS Rating System
School Report Card
Stanford 9 or similar type of group administered achievement test
TASP
College Transcripts

Annual Progress Reports

Progress towards meeting these objectives will be reported in the following manner:

October 1st – Year end report submitted to TEA

Legal notice placed in newspaper informing public of report and means to request copies

Report placed on school web site

By October 15th – Parent meeting to go over report

Other School Goals:

During the next five years, expand the following:

Facilities – Add a new building for the Katy campus

5) Education Plan

1) Required Curriculum

The curriculum contains both traditional academic subjects and additional subject areas that make the Charter unique. The required curriculum for the State of Texas serves as the starting point for instruction and is enhanced with unifying themes and other creative approaches.

The subjects that comprise the curriculum are listed briefly and discussed below. The traditional core curriculum areas- language arts, math, science, and social studies- remain strongly emphasized. They are augmented by music, dance, theater, art, health, and environmental education. Computer technology is strongly stressed and encouraged throughout the entire curriculum.

Language Arts(English and foreign): The curriculum is literature based. Comprehension skills, vocabulary and grammar are integrated within a literature program. Writing includes a personal journal, creative and expository writing. Communication skills include speaking and writing, expanding into presentation skills using modern technological tools.

Science: The Charter science curriculum emphasizes hands-on experimentation and functional knowledge of scientific phenomena. Its multi-sensory approach facilitates experiments, field trips and visits from guest scientists and local experts. Major concepts are re-emphasized and integrated into other subject areas. The use of experimentation, problem solving and familiar technical examples is emphasized. Method of analysis is taught.

Mathematics: The program is based on major mathematical ideas and concepts and connections relevant to everyday life. Throughout all mathematics topics, the concepts of numbers, operations, logic and graphics are sustained. The curriculum is based on instructional units, typically lasting from one to six weeks.

Social Studies: The curriculum develops the understanding that history and social science are about real people in real places. The interrelationship between the past, present and future will be integrated into all curriculum subjects. Discipline integration includes the historical significance of science and math and their advances which permit and encourage technical advances. The curriculum is based on instructional units.

Visual and Performing Arts: The curriculum strives to instill confidence in the student's artistic self-expression and the appreciation of the artistry of others. Each student is encouraged to choose at least one musical instrument to study; participate in dance or movement activities; learn various visual art techniques; and use art forms as a primary means of expression. Because individual differences are recognized at WHCS, students are encouraged to express the results of their learning through the fine arts rather than the traditional cognitive mode.

Health and Physical Education: The WHCS provides an atmosphere that encourages a healthy lifestyle as well as the enjoyment of physical activity.

Environmental Education: The WHCS emphasizes responsibility towards the health of our planet and our cities. Students will participate in hands-on projects intended to form an awareness of the critical relationships between man and the natural environment. Students will study and debate real life issues such as coping with diminishing resources. Participation in recycling programs will be encouraged. Instruction will be strongly integrated into the science curriculum.

Community Service: Community service is a unique element of the Charter curriculum. The community service requirement is designed to instill a sense of individual responsibility, social responsibility and civic responsibility. It enables students to use newly acquired knowledge to solve community problems. Specifics of the program are determined by the students and staff during the initial weeks of each school year, based on community needs and interaction with community and governmental leaders.

2. Enhancements – Creative Arts Program & Dual Enrollment Program

Creative Arts Program – Elements of dance, theatre, music instruction, and art are taught on a daily basis. Students demonstrate the skills acquired through performances throughout the community.

Dual Enrollment Program – In partnership with Houston Community College, qualified high school juniors and seniors attend classes at Houston Community College, earning both high school and college credit. (4 Special education students and 12 regular education students have attended since 1997 – 1998 school year)

3. TEKS & Curriculum

West Houston curriculum follows all standards required by the state of Texas. All curriculum goals address the standards incorporated by the Texas Essential Knowledge and Skills (TEKS)

4. TEKS & Classroom Instruction

West Houston uses textbooks adopted by State Board of Education. The scope and sequence in these books are aligned with the TEKS objectives, thus allowing teachers to incorporate the TEKS into their daily classroom instruction.

West Houston also does all required testing for TAAS and end-of course exams as well as administer the Stanford 9 to gauge student growth and performance. The students participating in the Accelerated Reading Program for grades K – 2 are also evaluated to monitor performance and growth

5. State Graduation Requirements

West Houston incorporate TEKS into the required curriculum. High school students follow the courses in the 24 credit, Recommended Graduation program. The school follows all guidelines for graduation required by the SBOE

6. Teaching Methods

This learning program will be built on the belief that all children can learn, but not in the same way, nor equally well from the same sources. Teaching to student Learning Styles will be the key to instruction at the West Houston Charter School. The Multi-Sensory Teaching method identifies three modalities of learning: Auditory, Visual and Kinesthetic. These will become the basis of instruction for the charter program. Multi-Sensory methods and materials, originally designed for learning disabled students will be used with children from the general population

The focus of the Charter's learning program will be based on providing small classroom sizes. By reducing the class size, teachers are able to create a classroom climate in which students are willing to take chances and try new ideas. Teachers will create

showcases for student talent, weaving strengths from each student into the daily classroom. Measures of Mastery will be broad, giving students a chance to enjoy showing what they've learned through exhibitions, portfolios and other creative projects

7. Assessment of Student Performance

The following measures are used to determine student performance:

(Informal measures)

- Teacher made tests
- Student projects and performances
- Cumulative semester final exams

(Formal measures)

- TAAS
- End of Course Exams
- Stanford 9
- Texas Reading Inventory
- TASP

8. Assessing Student Strengths

The Wide Range Achievement Test (WRAT) is administered to new enrollees to determine strengths and weaknesses as well as determining performance level to assist with placement. Based on this data, students may be placed in classes based on ability level.

Additionally, Progress Reports are given to all students every three weeks, allowing teachers and parents to meet and determine if additional instructional interventions are necessary to improve student performance.

9. Meeting Performance Standards

West Houston set a high goal of having a 97% passing rate on the TAAS in all subjects by all students. Even removing the TAAS scores of Special Education students, West Houston has not met this standard. The school's 4 year average passing rates are listed below:

TAAS Passing Rates

Reading – 88.4%

Math – 84%

Writing – 85.5%

West Houston set an additional goal that 97% of all students would demonstrate at least one year of academic growth on a group administered achievement test. West Houston has not met this performance standard. The school's 4 year average growth rates are listed below.

Stanford 9 Achievement Test

Reading - 8.7 months of growth

Math – 8.1 months of growth

10. Evaluation Results & Improvement

APPLICATION

West Houston has added additional instructional courses based on TAAS data. For example, TAAS math scores in 1997 dropped below 80 percent. An additional math teacher was hired, thus reducing the size of the math classes and math scores increased.

For 2000 – 2001, an additional staff member was hired and additional courses were added to improve the math and writing skills of students at the secondary level.

At West Houston, students may be placed in classes based on ability level. This allows the school to offer multi-level classes to meet student needs.

West Houston has added additional instructional staff to address the needs of special education students

11. Professional Development Activities Offered

West Houston has used and will continue to use Region IV ESC workshops to address professional development activities for staff. West Houston staff have gone to workshops at Region IV on topics such as reading instruction, computer literacy, as well as PEIMS training.

Staff also have the opportunity to attend training offered by one of the universities in the greater Houston area.

Special Needs Students/Programs

1) Special Education Students

- a) Child Find – West Houston shall affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in West Houston or contacting the school regarding enrollment, and shall determine which children with disabilities are currently receiving special education and related services. Each campus has a referral committee which includes teachers, special staff, and at times, the parent to determine if a student may be in need of special education services. The school also notifies private schools in the area that West Houston can be used as a source for evaluating and providing services for their students who may need special education.
- b) Confidentiality – School follows all rules established in IDEA for maintaining confidentiality. In addition, FERPA guidelines are also followed. For instance, special education records are kept in a locked cabinet in the office, there is a printed list on the cabinet identifying who may review records in the file, each student folder has a sheet which must be signed by staff when they review the folder, and records are not released without a signed, release statement by the parent or the adult student as well as a request for said records.
- c) Procedural Safeguards – The Procedural Safeguards (Parents Rights) information is given and explained to the parents prior to obtaining parental

consent for assessment. All correspondence to parents about the referral, consent, and placement for special education services is written. The forms are those obtained from TEA and the ESC in our area.

- d) Notice of ARD Meetings – Written notification is given to parents of when ARD meeting has been scheduled. ARD meetings must be scheduled at a time convenient for all participants. The notice details the purpose of the meeting, the date and time of the meeting, personnel attending the meeting, and a contact person for additional information if needed by the parent.
- e) Assessment – Qualified personnel administer assessments to determine eligibility for special education. If parents obtain an assessment from a source outside the school, the assessment must be reviewed by qualified school personnel (educational diagnostician, speech therapist, school psychologist, etc.) to determine if assessment meets eligibility criteria. All applicable timelines apply for assessment.
- f) Development of IEP – The campus ARD committee proposes and discusses the IEP for all eligible student. . The committee identifies objectives and criteria for determining mastery of these objectives. ARD committee must reach mutual agreement of these objectives. IEP will remain in effect for no more than 12 months.
- g) Least Restrictive Environment – Refers to the degree to which eligible special education students will be educated with the non-special education peers. ARD committee must determine which educational placement meets this standard. At West Houston, these options have included mainstreaming, content mastery classes, classroom modifications, resource services, and partially self-contained classes.
- h) Transition Planning – Services for high school students who are need a bridge between leaving high school and entering the work force or continuing their education at college or a trade school. Also makes plans for living arrangements, recreational, transportation, financial and other aspects of adult living. Participants may include representatives from the Texas Work Force, Texas Rehabilitation Commission, or other agencies as needed.

West Houston has had 2 special education students graduate and participated in the dual enrollment program with Houston Community College. One student took welding certification courses and the other student enrolled in their Veterinary Paramedic program.

- i) Certified Personnel - West Houston has served over 150 special education students during the past 4 years. West Houston has employed or contracted for the following staff to meet the needs of special education students:

- 3 Certified Special Education Teachers
- 1 Educational Diagnostician
- 2 School Psychologists
- 1 Speech Therapist
- 1 Occupational Therapist

j) Services to Expelled Students – The ARD committee must determine that:

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the assessment data is current
the behavior is linked with the disability
if the placement was appropriate
what services are to be provided after expulsion.

The ARD committee then proposes an IEP for the period of the expulsion. The IEP must have goals that prevent significant regression and assist the student upon returning to school.

2) 504 Programs

West Houston has established a 504 committee to determine if a student meets the eligibility criteria as having an impairment which significantly interferes with a major life activity. The committee has a make similar to the campus ARD committee.

The members of this group determine if the student meets the criteria as a 504 eligible student and what services, if any, the student is eligible for.

Eligibility criteria for 504:

The student has a mental or physical impairment [as defined in 34 CFR 104.3(j)(2)(i)] that substantially limits one or more major life activities:
The student has a record of such impairment:
The student is regarded as having such impairment

In each case, the student must also have an educational need for services in order to qualify.

504 Committee:

The 504 Committee shall consist of two or more persons who are knowledgeable about:

The student
The meaning of evaluation data
Placement options
Least Restrictive Environment requirements and
Comparable facilities as described in 34 CFR 104.34

504 Coordinator

The Superintendent or their designee shall serve as the school's Section 504 Coordinator.

The 504 Coordinator shall receive complaints and investigate complaints under Section 504 and establish a grievance procedure for such complaints. Additionally, the 504 Coordinator shall be responsible for addressing concerns involving any 504 student who is currently in the 504 program, or any student who is suspected of having a disability, and who has not yet been assessed for eligibility.

Initial Referral & Evaluation

An evaluation may consist of a committee meeting to discuss current or existing data provided by the parent. Data gathered by the 504 Committee should include data from a variety of sources.

Least Restrictive Environment

Refers to the degree to which eligible special education students will be educated with the non-disabled peers. 504 committee must determine which educational placement meets this standard.

Procedural Safeguards

West Houston school has established a system of procedural safeguards for 504 students. The procedural safeguards include notice, an opportunity for the parents or guardian of the student to examine relevant records, an impartial hearing with an opportunity for participation by the student's parents or guardian and representation by counsel, and a review procedure.

3) Dyslexia

West Houston school shall test all students for dyslexia and related disorders in accordance with a program approved by the State Board of education. West Houston shall provide services for any student determined to have dyslexia or a related disorder. West Houston school shall comply with all rules and regulations promulgated by the State Board of education regarding screening and treatment of dyslexia and related disorders.

Parents who believe their child may have dyslexia may request that the child be screened by the West Houston school for this disorder. This service is free of charge. This service is offered at no charge to the parent.

If a child has been previously tested for dyslexia by a private physician or another school district, and the results showed dyslexia, the parents shall immediately notify the Superintendent in order to ensure that appropriate support services may be considered.

Gifted & Talented

West Houston Charter school shall affirmatively seek out, identify, and evaluate gifted and talented students as defined by Texas Education Code 29.121. West Houston school shall establish a program for those students in each grade level in accordance with the State Board of Education plan for the education of gifted and talented students.

4) At Risk

At Risk students are identified from criteria established by TEA. Data used includes TAAS test data, Stanford 9 Achievement test data, Official Academic Record (student transcript), and attendance records.

Support is offered through small classes and a course schedule designed to meet student needs.

5) Other Student Activities

West Houston sponsors the following activities:

Student Council
 School Newspaper
 School Yearbook
 Dance Troupe
 Show Choir
 National Junior Honor Society
 National Honor Society

Admissions Policy**1) Student Admissions**

Admission to West Houston school is based on a first come, first served basis. Prospective students must provide the following as part of the enrollment procedures:

Application for enrollment	Immunization Records
Signed Release For Records Form	Recent report cards & test data
Proof of Residency	Birth Certificate

As part of the enrollment procedure, students and parents are invited to come to the school for an initial interview, orientation and scheduling session. If they choose to enroll, students must withdraw from their home school.

Once all records are received by West Houston school, a decision is reached within 5 school days. If the school is full, the student is placed on waiting list and notified when the first available opening is for that particular grade level.

Falsifying records and enrollment information will be grounds for dismissal from WHCS.

Students with a documented history of discipline problems from their previous campus or from the juvenile justice system will be excluded from enrolling in the West Houston Charter school.

2) Non-discriminatory Assurances

West Houston Charter School does not discriminate against students because of abilities, race, color, gender, national origin, religion, ancestry, or need of special education services.

(School Enrollment Forms – Attachment 2)

6) School Demographics

APPLICATION

A. Maximum enrollment Goal – 325 Students (This reflects a request for an increase)

Enrollment projects to an average of 25 students per grade. Five years of data has shown that more students are enrolled in grades K through 6 than in grades 7 through 12. Therefore, to maintain small class size, there may be 2 first grades, 3 second grades, etc....

Grades to be served – Kindegarten through 12

Maximum class size allowed – 20 students

B. Community where campus is located

Katy Campus – Stand alone facility. Building is located in Katy proper. School is in a residential neighborhood surrounded by small, older homes and small apartment complexes. Suburban community within a small town atmosphere.

Fern Campus – Stand alone facility. Building is located on the end of a cul-de-sac, surrounded by a Sprigh Branch ISD middle school, a city of Houston park, and an enclave of apartments and townhomes. Urban community.

Mega Campus – School is a room inside gym, which is a converted grocery store. Campus is located in a strip mall, surrounded by apartments and other small businesses. Urban community.

Texas Star Camus – School is a room inside the gym. The gym is a stand alone facility. It is located next to a city of Tomball park. Urban community.

Texas Ice Campus – School is a room inside the skating rink. The rink is a stand alone facility. It is located among other businesses in the area. Urban community.

7) Geographic Boundaries and Statements of Impact

APPLICATION

A. Description of Geographic Area:

The same geographic boundary area as Region IV Education Service Center. This area includes 7 counties, and 54 independent school districts.

West Houston will accept transfers from the following school districts:

ALDINE	HITCHCOCK
ALIEF	HOUSTON
ALVIN	HUFFMAN
ANAHUAC	HULL-DAISETTA
ANGLETON	HUMBLE
BARBERS HILL	KATY
BRAZOSPORT	KENDLETON
CHANNELVIEW	KLEIN
CLEAR CREEK	LA MARQUE
CLEVELAND	LA PORTE
COLUMBIA - BRAZORIA	LAMAR
CROSBY	LIBERTY
CYPRESS-FAIRBANKS	NEEDVILLE
DAMON	NORTH FOREST
DANBURY	PASADENA
DAYTON	PEARLAND
DEER PARK	ROYAL
DEVERS	SANTA FE
DICKINSON	SHELDON
EAST CHAMBERS	SPRING BRANCH
FORT BEND	SPRING
FRIENDSWOOD	STAFFORD
GALENA PARK	SWEENY
GALVESTON	TARKINGTON
GOOSE CREEK	TEXAS CITY
HARDIN	TOMBALL
HEMPSTEAD	WALLER

West Houston will accept transfers from the following Charter schools:

Alief Montessori	Medical Center
Calvin Nelms	SER Ninos
Southwest Prep	Heights Charter
Girls and Boys Prep	CompQuest

8) Community Support

APPLICATION

- A. Community Groups Involved – West Houston Parent Teacher Advisory Organization (PTAO) and Katy Creative Parents Club have been involved in the charter school renewal process.
- B. Business Arrangements – Businesses have donated space to have off-campus instruction.
- C. Public Statements – (See Attachment 3)
- D. Public Meeting – Held Thursday, October 26, 2000. (See attachment 4)

9) Human Resource Information

A. Policies

Salaries – Salary amounts are based on duties and merit.

Contracts – All staff serve on an "at will" basis. Contracts are for one year.

Hiring and Dismissal – Staff are interviewed by 2 school administrators. On basis of interview and reference checks, if qualified, superintendent will offer position.

Dismissal – School administrator investigates and interviews all parties involved in a dispute or complaint. After investigation, staff member is given an opportunity to present their side of the issue before 2 school administrators. After hearing the issue, the 2 school administrators decide to dismiss, staff member is notified in writing of reason for dismissal.

West Houston has had to dismiss 2 teachers – one for cursing in the classroom and one for negligence in maintaining a proper classroom environment

Evaluation – Teachers fill out evaluation form. School administrator observes teacher in classroom throughout the year. At end of school year, teacher and administrator combine ratings to one form and both sign. Evaluation is placed in teachers personnel file. (See Attachment 5)

Sick and other leave – All staff members receive 6 days of paid leave per school year. Leave may be accumulated over the years, so a leave bank may be built up. Six weeks of family leave are given to staff.

Benefits – All staff, if they choose, receive a portion of their health and dental insurance benefits paid by the school. Staff may also choose to participate in the schools 401 k program.

B. Administrators

Superintendent – Hired by West Houston Charter Alliance.

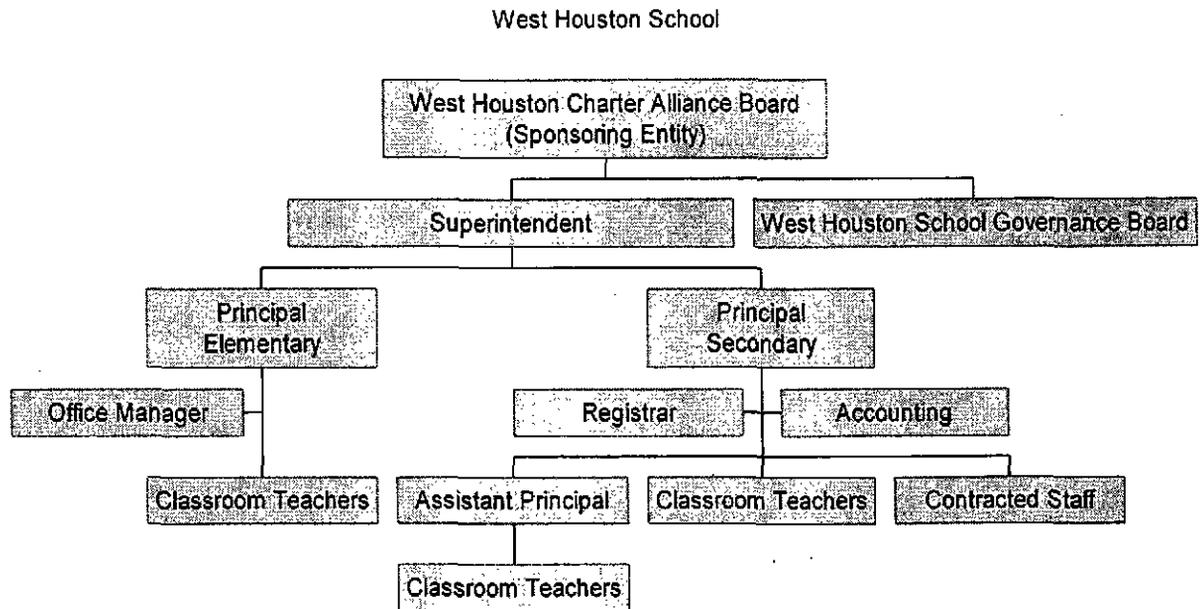
- Powers and Duties:** To direct school to reach its stated objectives
- To hire and fire staff
 - To report to sponsoring entity board
 - To verify required state reports are accurate
 - To develop direction for the school
 - To prepare and submit annual budget
 - To sign checks for staff and accounts payable
 - To report to school governance board

Principals – Hired by West Houston Charter Alliance.

- Powers and Duties:** To direct school to reach its stated objectives
- To produce all state required reports
 - To hire and fire staff
 - To discipline students
 - To schedule classes and courses
 - To maintain student data base
 - To sign checks for staff and accounts payable
 - To report to parents and Superintendent
 - Other duties assigned by Superintendent

Chief Executive Officer – Joy Guercio, Superintendent

Organization Chart



Registrar - Responsible for the following:

APPLICATION

Verifying all documents for enrollment are present prior to enrollment
Securing additional documents necessary to complete student folder
Keeping the Certified Attendance Record
Gather necessary documents for student withdrawal
Open school correspondence and route to appropriate staff
Stamp date received on all invoices and bills school must pay
Other duties as assigned by principal

Accounting – Responsible for the following:

Maintaining personnel time sheets
Processing & writing employee payroll checks
Submitting invoices for administrative approval
Writing checks for accounts payable
Submitting accounts payable checks to administrator for signature
Prepare monthly cash flow statements
Help prepare annual budget
Prepare for annual financial audit
Submit TRS, IRS, Workers Comp., and other reports as required
Keep all financial records in accordance with generally accepted accounting principles
Other duties as assigned by principal

B. Faculty and Staff – Hired by West Houston School Administrators

Teachers hired by West Houston to provide instruction for the school's instructional programs must meet the following requirements:

1. A college degree
2. Teaching experience at some level (examples, private school, day care, business, or college)
3. No criminal record

In the event of a teacher absence, a qualified substitute teacher is provided. West Houston school maintains a list of qualified substitutes.

Currently there are 26 staff members at West Houston for the 2000 – 2001 school year.

11 – Elementary Teachers
8 – Secondary Teachers
4 – Administrative
1 – Teacher Aide
1 – Speech Therapist (2 days per week)
1 – School Counselor/School Psychologist (1 day per week)

Teacher to Student Ratio: (Current data)

APPLICATION

Elementary – 129 students /11 Teachers = 11.72 students per teacher

Secondary – 98 students/8 Teachers = 12.25 students per teacher

C. Code of Conduct

See Attachment 6

C. Financial Management

1. Current Budget – See Attachment - 7
2. Projected Budget – See Attachment - 8
3. Currently Monthly Budget Status – see Attachment -9
4. Describe accounting system used

West Houston school has established and maintains a school fiscal accounting system that conforms with generally accepted accounting principles and the Public Education Information Management System (PEIMS) data entry standards to the extent the Commissioner of Education determines is necessary to monitor charter school legal compliance.

West Houston has and will continue to employ an independent auditing firm to conduct annual audits pursuant to the Texas Education Agency's Special Supplement to Financial Accounting and Reporting Non-Profit Charter School Chart of Accounts.

West Houston currently uses QuickBooks Pro as its financial and accounting payroll system. In accordance with PEIMS and audit findings, the accounting and payroll system incorporate appropriate PEIMS account codes for all items. Data is submitted into West Houston data base, which generates PEIMS Mid-Year actual and PEIMS Fall proposed budget information for Fall submission.

System has been reviewed by independent accounting firm and meets state standards.

5. Copy of annual financial audit – See Attachment 10

D. Facility Management (Lease Agreements – See Attachment 11)

- Fern Campus – 14333 Fern – Houston, Texas 77079
- Katy Creative Arts – 5618 11th Street, Katy, Tx.
- Brown's Gymnastics – 10516 Old Katy Road, Houston, Texas
- Texas Ice Academy – 18150 Gulf Freeway, Houston, Texas
- Mega Gym – 1051 Eldridge, Sugarland, Texas
- Texas Star Gymnastics Academy – 14050 Park Drive, Tomball, Texas

Katy Campus – Stand alone facility. Building is located in Katy proper. School is in a residential neighborhood surrounded by small, older homes and small apartment complexes. Approximately 5000 square feet with 2 temporary buildings. There is a multi-purpose room which is used for lunch, student performances, and parent meetings. One room in one of the temporary building is used as a dance room.

Fern Campus – Stand alone facility. Formerly a Kinder-Care licensed day-care facility. The building is approximately 7800 square feet. Building is located on the

end of a cul-de-sac, surrounded by a Spring Branch ISD middle school, a city of Houston park, and an enclave of apartments and townhomes. Multi-purpose room is used as an assembly area, student lockers are housed here, as well as a physical education classroom on rainy days. The school uses the city of Houston park directly across the street from the school. A city of Houston public library is a walk of approximately 5 minutes from the school. One classroom is designated as a computer lab with 19 networked computers.

APPLICATION

Mega Campus – School is a room inside gym, which is housed in a converted grocery store. The room is approximately 2000 square feet. This is a one-room school house with lockers and 2 computers for the students.

Texas Star Camus – School is a room inside the gym. The gym is a stand alone facility. The room is approximately 750 square feet. This is a one-room school house with lockers and 2 computers for the students It is located next to a city of Tomball park.

Texas Ice Campus – School is a room inside the skating rink. The rink is a stand alone facility. The room is approximately 800 square feet. This is a one-room school house with lockers and 2 computers for the students

C. Student Attendance Accounting

The Certified Attendance Record (CAR) is an official school document required by the Texas Education Agency. Therefore, it is treated seriously and recorded as accurately as possible. (See Attachment 12)

On the first day a student is in school, an "E" (for enrolled) is marked in the appropriate space for every student actually present in your class.

After the first day of enrollment, mark an "A" (for absent) for students not in school.

The only letters marks allowed on the CAR is A or E. If a student is tardy, mark the tardy in your gradebook.

Cross through any mistakes and add your initials in the space where a correction has been made. Write in pen.

Roll is taken at 10:30 a. m. When taking roll, each student is called by name.

Religious holidays and school sponsored field trips are not counted as an absence.

Teachers are to initial the CAR at the bottom of the page and return the CAR to the office.

DRAFT OF BOARD POLICY

Public Education Grants under Texas Education Code, Subchapter G

West Houston Charter School will accept as a transfer student any student outside our geographical area who wishes to attend.

Since West Houston has already accepted students from outside the original geographic boundary, it will continue to do so.

D. Transportation and Food Service

Transportation – West Houston does not provide transportation. It does offer direct assistance with obtaining car pools for parents that need assistance.

Food Service – West Houston does not provide food service. It does offer direct assistance, breakfast or lunch from time to time for students who need assistance. Student fund raisers provides the funds for this.

E. Describe the methods used to attract students to the charter school

The following methods have been used to attract students to the charter school:

- Advertisements in local, neighborhood, and community newspapers
- Newspaper articles about the school
- School web site
- Parent Meetings
- Open House - Community Events
- Public service radio announcements
- Television stories
- Flyers distributed at grocery stores and churches
- Word of mouth referrals from parents
- Presentations to special education parent support groups (ADD, Autism...)

Sponsoring Entity Board Members

Joy Guercio – Has been in public education since 1978. Has taught elementary and middle school students as well as special education and gifted and talented students. Served as an educational diagnostician for the Houston ISD for 5 years. Since August of 1996, has served as Superintendent for West Houston school. Joy is currently teaching 6th grade at the Katy campus. Has a master's degree in education from Houston Baptist University.

References: Katherine Bell – Houston ISD - - 1615 Rutland – Houston, Texas 77008
Stan Smoote – Houston ISD – 1615 Rutland – Houston, Texas 77008
Harriet Arvey – Houston ISD – 1615 Rutland – Houston, Texas 77008

Robert Guercio – Has been in public education since 1979. Served as a School Psychologist, Program Evaluator, and administrator of the Child Study Bureau for the Houston ISD for 14 years. Served as an administrator for the Harris County Department of Education for 2 years. Since June of 1997, has been a Principal at the Fern campus. Has a masters degree in psychology from University of Houston, Clear Lake.

References: Harriet Arvey – Houston ISD - 1615 Rutland – Houston, Texas 77008
Pauline Clansy – Houston ISD - 1615 Rutland – Houston, Texas 77008
Caroline Guess – Houston ISD - 1615 Rutland – Houston, Texas 77008

Diana Hooten – Has been in public education since 1996. Served as the Business Manager and classroom teacher from 1996 to May of 2000. Since August of 2000, has been serving as the principal of the Katy Campus. Previously worked in the Attorney General's of Texas office in the Child Support division. Has a law degree from American College of Law.

References: Rifi & Jim Strawn – [REDACTED]
Robby Deaton – [REDACTED]
Randy Woods - [REDACTED]

Sponsoring Entity

- a) President – Joy Guercio
- b) Secretary – Diana Hooten
- c) Treasurer – Robert Guercio

Selection and Removal from Alliance

Members of the sponsoring entity are selected by the president.
Members of the sponsoring entity are removed by the president.

Filling vacancies

In the event of a vacancy, the president shall appoint a replacement.

Terms Members Serve

Members serve for life. No staggered terms.

Textbook Selection

The board selects textbooks from the State Board of Education approved list. The board has the discretion to select textbooks from this state approved list.

School Governance Board

The board will consist of 5 positions.

Sponsoring Entity Representative
Faculty Representative
Parent Representative
Community Representative
ISD Representative

The board will meet the first Friday of even numbered months.

Officer Positions – President
Vice President
Secretary

Officer Selection

Officers are nominated by the President of the Governance Board. A simple majority vote is necessary to confirm a member for the board office.

Selection and removal from office

Members are appointed by the West Houston Charter Alliance (sponsoring entity).

Members may be removed by a simple majority vote of the sponsoring entity board.

Filling vacancies

The president of the governance board will nominate someone to fill the vacancy. A simple majority of the board is necessary for approval.

Terms Members Serve

Members serve 3 year terms. Terms are not staggered.

Governance Structures and Processes

12) Evidence of Eligibility of Sponsoring Entity

APPLICATION

Description of Sponsoring Entity

West Houston Charter Alliance is a 501(C)(3), non profit, tax exempt entity. It was issued a certificate of incorporation in December of 1995. It received a Certificate of Authority to transact business in the state of Texas in July of 1996.

The goal of the Alliance is to offer an educational program that meets the needs of any student who is willing to work hard, accept responsibility for their actions, and abide by a code of conduct that fosters respect, trust, and concern for others.

As members of the West Houston Charter Alliance, we share a set of values. As Charter community members, we accept responsibility for ourselves as individuals. We strive for personal mastery and continual improvement. We seek to acknowledge individual achievements and interpersonal skill acquisition in order to foster development of self-esteem. The Charter community is a collaboration whose members share goals, responsibilities and leadership.

The Charter Community seeks to achieve a fair balance between meeting the needs of the individual and the well being of the group. In order to remain responsive to its members and the community, West Houston must be flexible and recognize that our situation is continuously changing. We strive to be both self-examining and progressive while continuing to offer a quality education to our children.

The Charter Community recognizes the need for creativity and innovation in our approach to new teaching methods and educational goals. We are prepared to become a model educational program and to share our success and resources with area public schools. While striving for perfection, we will encourage participation with our public school community. We are team players and will work together for a common goal within our educational community.

501© (3) and other documents

See attachment

History of Sponsoring Entity

Financial History - See attachment 14

Litigation History – There has been no litigation against the school.

Attachment 1 – School Calendar

West Houston School Calendar 2000 - 2001

AUGUST

- 14 New Student Orientation 4:00 - 5:30
- Returning Students Pick up Schedules - 8:00 to 3:00

15 First Day of School

SEPTEMBER

- 4 Labor Day - No School
- 22 End of 1st Six Weeks Grading Period
- 29 Report Cards Mailed Home

OCTOBER

- 24 TAAS - Exit Level - Writing
- 25 TAAS - Exit Level - Math
- 26 TAAS - Exit Level - Reading

NOVEMBER

- 3 End of 2nd Six Weeks Grading Period
- 10 Report Cards Mailed Home
- 20 Thanksgiving Holidays - Monday 11/20 thru Friday 11/24
- 27 Students Return to School

DECEMBER

- 18 Final Exams - Dismissal at 12:30
- 19 Final Exams - Dismissal at 12:30
- 20 End of 3rd Six Weeks Grading Period
- Final Exams - Dismissal at 12:30
- 21 First Day of Christmas Vacation - No School

January

- 3 First day of 2nd Semester Classes
- 5 Report Cards Mailed Home
- 15 Martin Luther King Holiday - No School

February

- 9 End of 4th Six Weeks Grading Period
- 16 Report Cards Mailed Home
- 20 TAAS Writing - 4th, 8th, 10th Grade
- 21 TAAS Math - 10th Grade
- 22 TAAS Reading - 10th Grade

March

- 9 Spring Break - No School (Bad Weather Make-up Day - If needed)
- 12 Spring Break - No School - Monday 3/12 thru Friday 3/16
- 19 Students return to School

April

- 6 End of 5th Six Weeks Grading Period
- 12 Report Cards Mailed Home
- 13 Good Friday - No School
- 16 Easter Holiday - No School (Bad Weather make-up Day - If Needed)
- 24 TAAS Test - Math - Grades 3 through 8
- 25 TAAS Test - Reading - Grades 3 through 8
- 26 TAAS Test - Social Studies - Grade 8
- 27 TAAS Test - Science - Grade 8

May

- 14 End of Course Exam - Algebra I
- 15 End of Course Exam - U.S History
- 16 End of Course Exam - English 2
- 17 End of Course Exam - Biology
- 22 Final Exams
- 23 Final Exams
- 24 Final Exams
- 25 End of 6th Six Weeks Grading Period
- Final Exams - LAST DAY OF SCHOOL
- 31 Report Cards Mailed Home

APPLICATION

Aug 2000						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sep 2000						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Oct 2000						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Nov 2000						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Dec 2000						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan 2001						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Feb 2001						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Mar 2001						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Apr 2001						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2001						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DAILY SCHEDULE

8:00 – 8:10	Entry
8:10 – 9:10	First Period
9:15 – 10:15	Second Period
10:20 – 11:20	Third Period
11:25 – 1:00	Fourth Period
1:05 – 2:05	Fifth Period
2:10 – 3:10	Sixth Period

Lunch Times: 1st Lunch: 11:25 – 11:55
2nd Lunch: 11:57 – 12:27
3rd Lunch: 12:30 – 1:00

Attachment 2 – Enrollment Information

WEST HOUSTON CHARTER SCHOOL

APPLICATION

14333 Fern Street
Houston, Texas 77079

Phone: 281-497-7420

Fax: 281-497-4775

ENROLLMENT REQUIREMENTS

- 1. BIRTH CERTIFICATE:** Hospital or Baptismal certificate, passport
- 2. REPORT CARD:** Report card from last school attended
- 3. PROOF OF ADDRESS:** Lease agreement, utility bill, or driver's license
- 4. MEDICAL REQUIREMENTS:** School or Doctor's shot record

Diphtheria/Pertussis/Tetanus - 3 or 4 doses (depending on student's age) required, provided one dose has been received since age 4 and within 10 years.

Polio - 3 doses required, provided one dose has been received since age 4.

Measles/Mumps/Rubella
-Students born on or after Sept. 2, 1991 are required to have 2 doses of Measles (Rubeola) vaccine on or after the first birthday and at least 30 days apart.
- For students 7-11 years of age, one dose of MMR required on or after the first birthday.
-A second dose of Measles (Rubeola) required for students 12 years and older.

Hepatitis B - 3 doses required in students born on or after Sept. 2, 1992.

Varicella (Chickenpox)
-Children born on or after Sept. 2, 1994 must show proof of either disease or vaccination.
-Children born between Sept. 2, 1988 and Sept. 2, 1994 are required to show proof of either disease or vaccination by thirty days past their 12th birthday.

Tuberculin Skin Test -Results required, within twelve months prior to enrollment, for all students entering WHCS for the first time or re-enrolling after a year's absence.

- 5. WHCS ENROLLMENT PAPERS:** Application for Admission
Consent to Request Records
Enrollment Form
Home Language Survey
Health Inventory
Medical Release

**WEST HOUSTON CHARTER SCHOOL
14333 FERN STREET
HOUSTON, TEXAS 77079
TEL. (281) 497-7420 FAX (281) 497-4775**

INTRODUCTION

On May 30, 1995 the Texas Legislature enacted Senate Bill 1 which provided for three types of charter schools. One type, the open-enrollment charter, gives provision for the use of public school funds to support the establishment of schools by non-profit organizations, institutions of higher education, or governmental entities. The West Houston Charter Alliance submitted an application which was approved February 16, 1995.

West Houston Charter School is founded on the belief that all students can learn and succeed when provided a learning environment that meets their needs and interests. The program is structured to foster the development of positive self-concepts, interpersonal relationships, and democratic decision-making.

The granting of this Charter is a gift to the community. Its implementation has created an educational system, which provides opportunities to explore innovative ideas, originate educational reform, and will lead our community into the next century.

VALUES AND PRINCIPLES

As members of the West Houston Charter Alliance, we share a set of values. As Charter community members, we accept responsibility for ourselves as individuals. We strive for personal mastery and continual improvement. We seek to acknowledge individual achievement and interpersonal skill acquisition in order to foster development of self-esteem. The Charter community is a collaboration whose members share goals, responsibilities and leadership.

The Charter Community seeks to achieve a fair balance between meeting the needs of the individual and the well being of the group. In order to remain responsive to its members and the community, West Houston must be flexible and recognize that our situation is continuously changing. We strive to be both self-examining and progressive while continuing to offer a quality education to our children.

The Charter Community recognizes the need for creativity and innovation in our approach to new teaching methods and educational goals. We are prepared to become a model educational program and to share our success and resources with area public schools. While striving for perfection, we will encourage participation with our public school community. We are team players and will work together for a common goal within our educational community.

- New Student
 Returning Student

Grade as of Fall 2000 _____
Campus Location _____

WEST HOUSTON CHARTER SCHOOL

14333 Fern Street
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

APPLICATION FOR ADMISSION 2000 - 2001

Student's Name: _____
Last First Middle

Address: _____
Street City State Zip

Phone: _____ SS#: _____ D.O.B. _____ Sex: _____

Last School Attended: _____ Home School District: _____

Father's Name: _____
Address if different _____

Home Phone Cell Pager Work

Mother's Name: _____
Address if different _____

Home Phone Cell Pager Work

**IF STUDENT IS NEW TO WHCS,
PLEASE ATTACH A COPY OF LAST REPORT CARD.**

Is student in Special Education? Please circle: YES or NO
If yes, 1. Attach copy of the last A.R.D.
2. List disability and services provided by the last school attended:

West Houston Charter School does not discriminate against students because of disability, race, color, gender, national origin, religion, ancestry or need of special education services.

Students with a documented history of discipline problems from their previous campus or from the juvenile justice system will be excluded from enrolling in the West Houston Charter Schools.

Falsifying records and/or withholding enrollment information will be grounds for immediate dismissal from West Houston Charter School.

Parent's Signature: _____

WEST HOUSTON CHARTER SCHOOL

14333 Fern Street
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

CONSENT TO RELEASE/REQUEST CONFIDENTIAL INFORMATION

PARENT: The following information **MUST BE COMPLETED IN FULL** in order to request your student's records:

STUDENT'S NAME _____ DOB _____

SS # _____ Sex _____ Grade _____

School (last attended) _____

School District _____

School's Address _____

School Phone _____ School Fax _____

I hereby authorize the above-named agency to release the specified records (listed below) containing confidential information regarding the student named above to West Houston Charter School. Or, WHCS has permission to release my student's permanent records to above named school.

Signature of Parent, Guardian, or Adult Student _____ Date _____

To be filled out by WHCS

TO: _____ School

Please mail or fax the following records to:

Registrar
West Houston Charter School
14333 Fern Street
Houston, TX 77079
Fax: 281-497-4775

RECORDS REQUESTED:

- | | |
|-------------------------------|---------------------------------|
| _____ Educational Transcripts | _____ Discipline Reports |
| _____ Report Cards | _____ Immunization Record |
| _____ Test Scores | _____ Special Education Records |
| _____ Attendance Rate | _____ Other _____ |

WEST HOUSTON CHARTER SCHOOL

14333 Fern Street
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

ENROLLMENT INFORMATION 2000-2001

Student Information:

Date: _____

Last Name First Name Middle Initial

Date of Birth Grade(Fall of '00) Race Sex Social Security Number

Street Address City Zip Code

Parent's Information:

Father's/Guardian's Name Address (if different from student's)

Home Phone (AC) Cell Phone (AC) Pager (AC)

Place of Employment Work Number (AC) Fax Number (AC)

Mother's/Guardian's Name Address (if different from student's)

Home Phone (AC) Cell Phone (AC) Pager (AC)

Place of Employment Work Number (AC) Fax Number (AC)

Name of person the student lives with if not living with one or both parents:

Name Address Phone Numbers

Name of Emergency Person to contact:
(if you can not be reached)

Name Relationship Phone Numbers (Home, Cell, Pager)

I CERTIFY THAT ALL THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature of Parent or Legal Guardian

WEST HOUSTON CHARTER SCHOOL

14333 Fern Street
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

HOME LANGUAGE SURVEY

The Texas Education Code requires schools to report the language(s) spoken at home for each student. This information is essential in order for schools to provide meaningful instruction to all students. Please answer the following questions:

Student's Name: _____

Date of Birth: _____ Grade: _____

Place of Birth: _____
City Country

What language is spoken in your home most of the time? _____

What language does your child speak most of the time? _____

Date of initial entry into U.S. schools: _____

Number of complete academic years in a U.S. school: _____

Has your family ever worked either in the Agriculture or Fishing industries? _____

Signature of Parent or Guardian

For office use only

Yes, needs L.A.S. testing

WEST HOUSTON CHARTER SCHOOL

14333 Fern Street
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

HEALTH INVENTORY

STUDENT NAME: _____ SEX _____ DOB _____

BIRTH WEIGHT: _____ PREMATURE?: NO / YES: How many weeks? _____
(Circle one)

DISEASE HISTORY	AGE	DISEASE HISTORY	AGE	DISEASE HISTORY	AGE
Asthma		Heart Disorder		Surgery/Fractures	
Allergy		Kidney Disorder		T. B. Contract	
Blood Disorder		Orthopedic		Hearing Loss	
Convulsions		Poliomyelitis		Vision Loss	
Diabetes		Rheumatic Fever		Other	
Epilepsy		Serious Accident		Other	
				If this Student has had any of the above conditions, did he/she receive medical care? NO / YES	
				Is the student under treatment now? NO / YES	

Please check any of the signs or symptoms listed below you have recently observed:

Tires Easily	Frequent sore throats	Nail Biting	
Underweight	Frequent nose bleeds	Restlessness	
Overweight	Earaches	Shyness	
Frequent headaches	Fainting	Does not like school	
Frequent colds	Frequent stomach aches	Does not get along with others	

Has the student consulted a physician about the above symptoms? NO / YES.

Has the student had a complete physical exam?	NO	YES: when?
Is the student on any kind of medication?	NO	YES: what?
For what condition(s):		
Is the student under medical care at this time?	NO	YES
Name of doctor:		Phone:
Please list special needs or abnormalities:		
Please list known allergies:		
Further comments:		

SIGNATURE OF PARENT OR GUARDIAN _____ DATE _____

WEST HOUSTON CHARTER SCHOOL

14333 Fern Street
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

MEDICAL RELEASE

As the parent or legal guardian of _____,
I hereby give consent for emergency medical care prescribed by a duly licensed doctor of medicine or
doctor of dentistry. This care may be given under whatever conditions are necessary to preserve life, limb,
or well being of my dependent named above. _____ (Initial)

In. for. and on behalf of myself, my minor child, my heirs, executors, administrators and assigns, I hereby
do further agree to indemnify, defend, and hold harmless the West Houston Charter Alliance, Inc.,
including its elected and appointed officials, employees, volunteers and all affiliated persons and entities,
from and against any and all claims including claims of subrogation, losses, damages, causes of action suits
and liability of every kind (including all expenses for litigation, costs and attorney's fees) for bodily injury,
including death at any time resulting therefrom, sustained by any person or on account of damage to
property, including loss of use thereof, arising out of or in consequence of the above named student
participating in school activities, whether such injuries are due to or claimed to be due to the sole or
concurrent negligence of West Houston Charter Alliance, Inc., its elected and appointed officials,
employees, volunteers and all affiliated persons and entities. _____ (Initial)

Signature of Parent or Guardian: _____

Phone: (Home) _____ (Work) _____

Name of Doctor: _____ Phone: _____

FIELD TRIP PERMISSION

Throughout the school year, West Houston students will have several opportunities to leave campus for
field trips, i.e. museums, libraries, universities, fine arts events, sporting events, governmental offices, etc.
Please complete the following information giving permission for your child to participate in a field trip.

My child, _____, has permission to attend
field trips sponsored by West Houston Charter School. I understand that transportation may be provided by
a contracted bus service, volunteer parents, or by licensed students. My signature below indicates that I am
giving permission for my child to go on school sponsored field trips.

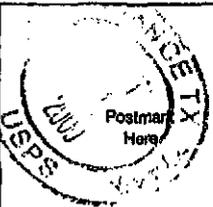
Signature of Parent or Guardian

Date

Attachment 3 – Impact Statements

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

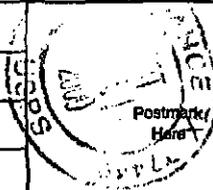
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Friendswood ISD
 Street, Apt. No., or PO Box No.
 2337 W. Bakerston Ave
 City, State, ZIP+4
 Friendswood, TX 77588-0007
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

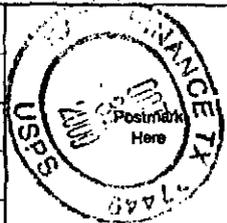
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Sheldon ISD
 Street, Apt. No., or PO Box No.
 8540 C.E. King Pkwy
 City, State, ZIP+4
 Houston, Tx 77044
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Friendswood ISD
 Street, Apt. No., or PO Box No.
 302 Laurel
 City, State, ZIP+4
 Friendswood, TX 77546
 PS Form 3800, February 2000 See Reverse for Instructions

FLGG 997L 0200 0250 0007

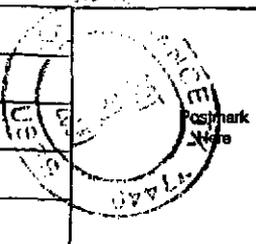
7000 0520 0020 0200 0250 0007

7000 0520 0020 0200 0250 0007

00044

APPLICATION

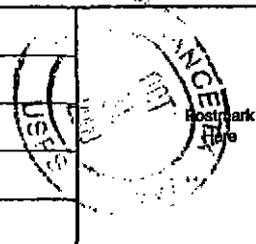
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Humble 1SD
 Street, Apt. No.; or PO Box No.
110 Bender
 City, State, ZIP+4
Humble TX 77347

PS Form 3800, February 2000 See Reverse for Instructions

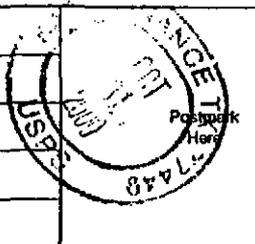
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
HISD
 Street, Apt. No.; or PO Box No.
3830 Richmond
 City, State, ZIP+4
Houston TX 77027

PS Form 3800, February 2000 See Reverse for Instructions

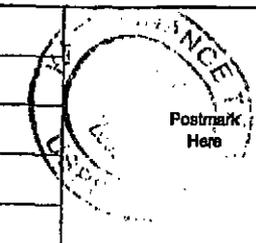
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
La Marque
 Street, Apt. No.; or PO Box No.
PO Box 7
 City, State, ZIP+4
La Marque TX 77568

PS Form 3800, February 2000 See Reverse for Instructions

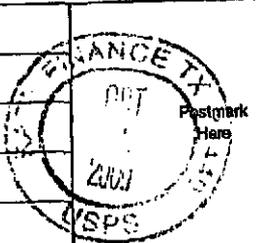
U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Royal 1SD
 Street, Apt. No.; or PO Box No.
P.O. Box 459
 City, State, ZIP+4
Pattison TX 77466

PS Form 3800, February 2000 See Reverse for Instructions

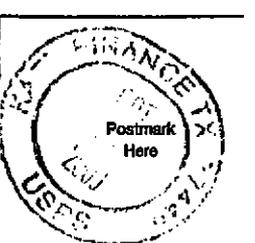
U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Conroe 1SD
 Street, Apt. No.; or PO Box No.
702 N. Thompson
 City, State, ZIP+4
Conroe TX 77301

PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
LaMar Consolidated
 Street, Apt. No.; or PO Box No.
3911 Auct.
 City, State, ZIP+4
Rosenburg TX 77471

PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 9991

7000 0520 0020 9766 3357

9868 3368 0020 9766 0020 0520

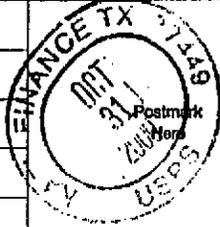
3395 0020 9766 0020 0520

00045

APPLICATION

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

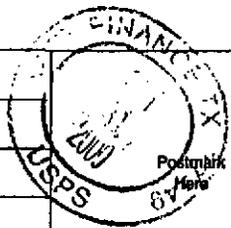
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Klein ISD
 Street, Apt. No.; or PO Box No.
 7200 Spring Cypress Rd.
 City, State, ZIP+4
 Klein TX 77379
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

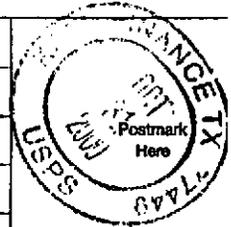
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Magnolia ISD
 Street, Apt. No.; or PO Box No.
 PO Box 88
 City, State, ZIP+4
 Magnolia TX 77353
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 LaPorte ISD
 Street, Apt. No.; or PO Box No.
 301 East Kaitmont Hwy
 City, State, ZIP+4
 LaPorte, TX 77571
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

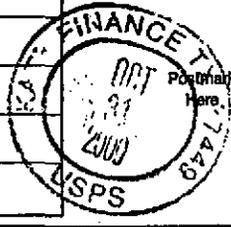
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Deer Park Indep School
 Street, Apt. No.; or PO Box No.
 Toy Street
 City, State, ZIP+4
 Deer Park TX 77536
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

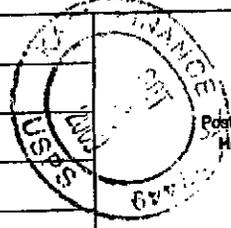
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Ft Bend ISD
 Street, Apt. No.; or PO Box No.
 16431 Lexington
 City, State, ZIP+4
 Sugarland TX 77479
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



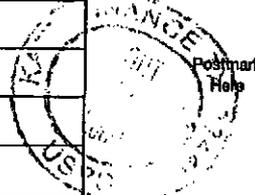
Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Katy ISD
 Street, Apt. No.; or PO Box No.
 4301 S. Stadium
 City, State, ZIP+4
 Katy TX 77492-0159
 PS Form 3800, February 2000 See Reverse for Instructions

APPLICATION

00046

Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

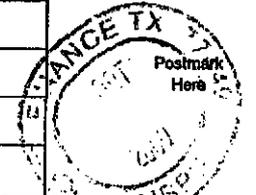
7000 0520 0020 9766 3517

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Alref ISD
 Street, Apt. No.; or PO Box No.
12302 High St
 City, State, ZIP+4
Alref TX 77411
 PS Form 3800, February 2000 See Reverse for Instructions

Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

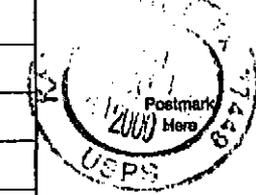
7000 0520 0020 9766 3517

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Crosby ISD
 Street, Apt. No.; or PO Box No.
PO Box 2009
 City, State, ZIP+4
Crosby TX 77532-8009
 PS Form 3800, February 2000 See Reverse for Instructions

Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

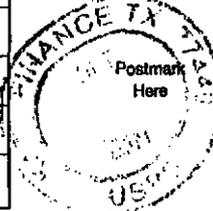
7000 0520 0020 9766 3548

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Channelview ISD
 Street, Apt. No.; or PO Box No.
1407 Sheldon Rd
 City, State, ZIP+4
Channelview TX 77530
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

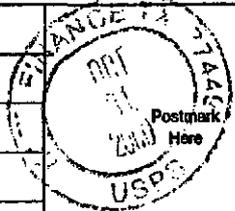
7000 0520 0020 9766 3531

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Aldine ISD
 Street, Apt. No.; or PO Box No.
14970 Aldine-Westfield
 City, State, ZIP+4
Houston TX 77032-3099
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

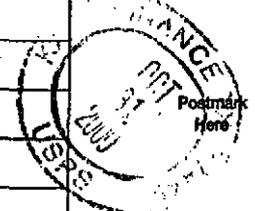
7000 0520 0020 9766 3531

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Clear Creek ISD
 Street, Apt. No.; or PO Box No.
PO Box 289
 City, State, ZIP+4
League City TX 77574-0289
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3579

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Pasadena ISD
 Street, Apt. No.; or PO Box No.
1515 Cherrybrook
 City, State, ZIP+4
Pasadena TX 77502
 PS Form 3800, February 2000 See Reverse for Instructions

00017

APPLICATION

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 604th Park
 Street, Apt. No., or PO Box No.
 PO Box 565
 City, State, ZIP+4
 604th TX 77547
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3432

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Stafford Municipal
 Street, Apt. No., or PO Box No.
 1625 Staffordshire
 City, State, ZIP+4
 Stafford TX 77477
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3494

(Domestic Mail Only; No Insurance Coverage Provided)

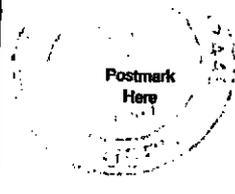
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Cypress Fairbanks
 Street, Apt. No., or PO Box No.
 PO Box 692003
 City, State, ZIP+4
 Houston Tx. 77269
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Spring ISD
 Street, Apt. No., or PO Box No.
 16717 Elle Blvd
 City, State, ZIP+4
 Houston TX 77098-4299
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3487

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Goose Creek ISD
 Street, Apt. No., or PO Box No.
 PO Box 30
 City, State, ZIP+4
 Baytown Tx. 77522
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3487

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
 Clear Creek ISD
 Street, Apt. No., or PO Box No.
 PO Box 299
 City, State, ZIP+4
 League City TX 77574-0299
 PS Form 3800, February 2000 See Reverse for Instructions

APPLICATION

00048

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
North Forest ISD
 Street, Apt. No.; or PO Box No.
10721 Mesa
 City, State, ZIP+4
Houston, Tx 77228-3218
 PS Form 3800, February 2000 See Reverse for Instructions

(Domestic Mail Only; No Insurance Coverage Provided)

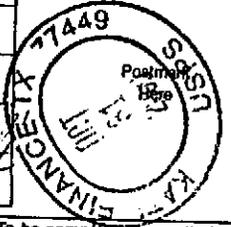
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Proline ISD
 Street, Apt. No.; or PO Box No.
2337 N Galveston Ave PO Box 7
 City, State, ZIP+4
Pacifica TX 77588-0007
 PS Form 3800, February 2000 See Reverse for Instructions

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Tomball ISD
 Street, Apt. No.; or PO Box No.
221 W Main St
 City, State, ZIP+4
Tomball TX 77375
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
SPRINGS BRANCH
 Street, Apt. No.; or PO Box No.
755 CAMPBELL
 State, ZIP+4
66 TX 77024-2803
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Deer Park ISD
 Street, Apt. No.; or PO Box No.
203 E WY ST
 City, State, ZIP+4
Deer Park TX 77536
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

DICKINSON, TX 77539 UNIT ID: 0449

Postage	\$ 0.99
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	3.64
Total Postage & Fees	\$

Postmark Clerk: KFFMB0 10/31/00

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Dickinson ISD
 Street, Apt. No.; or PO Box No.
PO Drawer
 City, State, ZIP+4
Dickinson TX 77539
 PS Form 3800, February 2000 See Reverse for Instructions

00019

APPLICATION

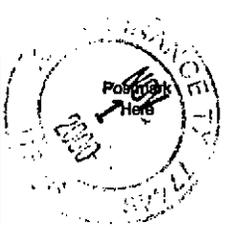
(Domestic Mail Only; No Insurance Coverage Provided)

(Domestic Mail Only; No Insurance Coverage Provided)

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 5863

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Hempstead ISP
 Street, Apt. No., or PO Box No.
PO Box 1007
 City, State, ZIP+4
Hempstead, TX. 77445-1007
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 5832

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
East Chambers ISP
 Street, Apt. No., or PO Box No.
PO Box 417
 City, State, ZIP+4
Winnie, TX. 77665-0417
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3760

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
DAYTON ISP
 Street, Apt. No., or PO Box No.
PO Box 248
 City, State, ZIP+4
DAYTON, TX. 77535-0248
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3777

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Galveston ISP
 Street, Apt. No., or PO Box No.
PO Box 660
 City, State, ZIP+4
Galveston, TX. 77553-0660
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3777

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Devers ISP
 Street, Apt. No., or PO Box No.
PO Box 488
 City, State, ZIP+4
Devers, TX. 77538-0488
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0020 9766 3753

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
DANBURY ISP
 Street, Apt. No., or PO Box No.
PO Box 378
 City, State, ZIP+4
DANBURY, TX. 77534-0378
 PS Form 3800, February 2000 See Reverse for Instructions

00050

APPLICATION

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3746

[Redacted area]

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



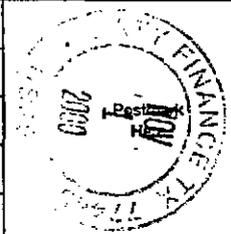
Recipient's Name (Please Print Clearly) (To be completed by mailer)
DAMON ISP
 Street, Apt. No., or PO Box No.
PO BOX 429
 City, State, ZIP+ 4
DAMON, TEXAS 77430-0429
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3722

[Redacted area]

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Cleveland ISP
 Street, Apt. No., or PO Box No.
103 Legon Street
 City, State, ZIP+ 4
Cleveland, TX. 77327-4709
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0200 9766 5924

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Santa Fe ISP
 Street, Apt. No.; or PO Box No.
PO Box 370
 City, State, ZIP+4
Santa Fe, TX. 77510-0370
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0200 9766 5924

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Needville ISP
 Street, Apt. No.; or PO Box No.
PO Box 412
 City, State, ZIP+4
Needville, TX. 77461-0142
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0200 9766 5924

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Liberty ISP
 Street, Apt. No.; or PO Box No.
1406 Grand Ave.
 City, State, ZIP+4
Liberty, TX. 77575-9725
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0200 9766 5894

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
KENDLETON ISP
 Street, Apt. No.; or PO Box No.
PO Box 705
 City, State, ZIP+4
Kendleton, TX. 77451-0705
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0200 9766 5894

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Hull-Daisetta ISP
 Street, Apt. No.; or PO Box No.
PO Box 477
 City, State, ZIP+4
DAISSETTA, TX. 77533-0477
 PS Form 3800, February 2000 See Reverse for Instructions

7000 0520 0200 9766 5887

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
HUFFMAN ISP
 Street, Apt. No.; or PO Box No.
PO Box 2390
 City, State, ZIP+4
HUFFMAN, TX. 77336-2390
 PS Form 3800, February 2000 See Reverse for Instructions

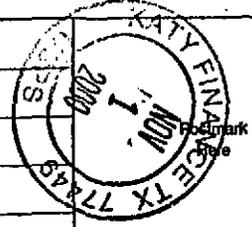
00052

APPLICATION

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3678

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

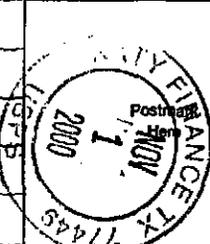


Recipient's Name (Please Print Clearly) (To be completed by mailer)
Alvin ISD
 Street, Apt. No.; or PO Box No.
301 E. House ST.
 City, State, ZIP+4
Alvin, TX 77511-3581
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3672

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

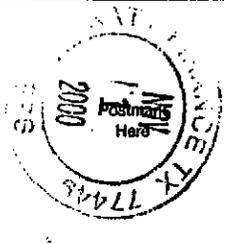


Recipient's Name (Please Print Clearly) (To be completed by mailer)
Angleton ISD
 Street, Apt. No.; or PO Box No.
1900 North Downing RD
 City, State, ZIP+4
Angleton, TX 77515-3799
 PS Form 3800, February 2000 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3715

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

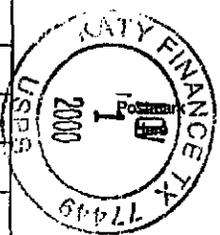


Recipient's Name (Please Print Clearly) (To be completed by mailer)
Brazosport ISD
 Street, Apt. No.; or PO Box No.
PO Box Drawer 2
 City, State, ZIP+4
Freeport, TX 77541-1926
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

3000 1100 0011 0000

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

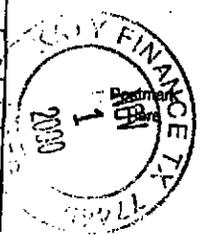


Recipient's Name (Please Print Clearly) (To be completed by mailer)
ANAHUAC ISD
 Street, Apt. No.; or PO Box No.
PO Box 369
 City, State, ZIP+4
Anahuac, TX 77514-0369
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3708

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

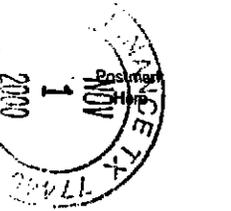


Recipient's Name (Please Print Clearly) (To be completed by mailer)
Barbers Hill ISD
 Street, Apt. No.; or PO Box No.
PO Box 1108
 City, State, ZIP+4
Mt. Bellvue, TX 77580-1108
 PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 9766 3738

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer)
Columbia-Brazoria ISD
 Street, Apt. No.; or PO Box No.
PO Box 158
 City, State, ZIP+4
West Columbia, TX 77486-0158
 PS Form 3800, February 2000 See Reverse for Instructions

PLICATION

00053

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

HARDIN, TX 77561

Postage	\$ 1.43	UNIT ID: 0449 Postmark Clerk: KFFNDO 11/01/00
Certified Fee	1.40	
Return Receipt Fee (Endorsement Required)	1.25	
Restricted Delivery Fee (Endorsement Required)	4.08	
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)

HARDIN 1SD
 Street, Apt. No., or PO Box No.
 P O BOX 330
 City, State, ZIP+4
 HARDIN, TEXAS 77561-0330

PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

HITCHCOCK, TX 77563

Postage	\$ 1.43	UNIT ID: 0449 Postmark Clerk: KFFNDO 11/01/00
Certified Fee	1.40	
Return Receipt Fee (Endorsement Required)	1.25	
Restricted Delivery Fee (Endorsement Required)	4.08	
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)

HITCHCOCK 1SD
 Street, Apt. No., or PO Box No.
 8117 Highway 6
 City, State, ZIP+4
 HITCHCOCK, TX. 77563-1796

PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

5955
9766
0200
0250
0000

Postage	\$	UNIT ID: 0449 Postmark Clerk: KFFNDO 11/01/00
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)

TARKINGTON 1SD
 Street, Apt. No., or PO Box No.
 Rt 6 - Box 130
 City, State, ZIP+4
 CLEVELAND, TX. 77327-8811

PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$	UNIT ID: 0449 Postmark Clerk: KFFNDO 11/01/00
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)

Waller 1SD
 Street, Apt. No., or PO Box No.
 1918 Key ST.
 City, State, ZIP+4
 Waller Texas 77484-1918

PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

5965
9766
0200
0250
0000

Postage	\$	UNIT ID: 0449 Postmark Clerk: KFFNDO 11/01/00
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)

TEXAS CITY 1SD
 Street, Apt. No., or PO Box No.
 P O BOX 1150
 City, State, ZIP+4
 TEXAS CITY, TX. 77592-1150

PS Form 3800, February 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

5948
9766
0200
0250
0000

Postage	\$	UNIT ID: 0449 Postmark Clerk: KFFNDO 11/01/00
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Recipient's Name (Please Print Clearly) (To be completed by mailer)

Sweeny 1SD
 Street, Apt. No., or PO Box No.
 1316 North Elm. St.
 City, State, ZIP+4
 Sweeny, Tx. 77480-1399

PS Form 3800, February 2000 See Reverse for Instructions

00054

APPLICATION

NOTICE OF INTENT TO APPLY FOR RENEWAL OF
OPEN-ENROLLMENT CHARTER SCHOOL

APPLICATION

The West Houston Charter School is applying to the State Board of Education for approval to continue to operate an open-enrollment charter school ("charter school") to be located at 5618 11th Street, Katy, Texas. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school is located.

Name of Charter School – West Houston Charter School

Name of sponsoring entity of the charter school – West Houston Charter Alliance

Chief Executive Officer of the school: Joy Guercio

Board members of the sponsoring entity: Joy Guercio, Robert Guercio, and Diana Hooten

Board members of the school operating board: Traci Strauss, Diana Hooten, Connie McElroy, Brenda Jefferson, and Jenny Hrabeck

Locations of the school: 14333 Fern, Houston and 5618 11th Street, Katy , 14050 Park Drive, Tomball, 1051 Eldridge, Sugarland, and 18150 Gulf Freeway, Houston

Brief description of the school: School provides small class size for more student-teacher interaction, which allows more flexibility to meet individual student needs.

Grade levels to be served: Kindergarten through grade 12

The State Board of Education invites comments about any aspect of the school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a specific proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 North Congress Avenue, Austin, Texas 78701

00055

1162 OUT-OF-STATE PROPERTY

By owner, Mountain Inn & West house, beautiful, wooded area, 1.5 nr three rivers, fishing, golf, hunting, Skilling, 970-641-2473

Colorado Wet Min. Ranch, 10 private secluded acs, parcels adjoining, timbered, springs, meadows, ordering Nat'l Forest, abn. out buildings, financing \$695,000, info 70/218-5236. Owner.

azy Montana Vacation home Retirement or hunting, 979-251-8612 Owner

GEODESIC HOME
1.22 acres North of Ft. Smith, AR. 501-369-2807

Old Ranch \$90/acre developed West Texas fenced, Owner, 15-740-7771/915-856-0520

164 OUT-OF-COUNTRY PROPERTY

ELIZE, Central America 108 acs w/ 42 acs orange grove, \$600/ac, 954-463-1012, Owner

erida Mx-Hacienda w/2 rn homes, Fruit trees & etc, close to airport & beaches, \$149K, Owner fin, 813-546-9050, owner

166 TIMESHARE PROPERTIES

ndo in Las Vegas, take yr payments Payoff \$15K @ \$318/mo 713-302-8005

MESHARE RESALES
orld's Largest Reseller ERA STROMAN since 1979, CALL NOW! 1-800-613-7987 1-800-826-7731 www.stroman.com

168 COMMERCIAL PROPERTY

owntown, Congress St., 2 bs on 36,352st. Call Bill Garcia Rity 713-924-9100

NEW LISTING

Bend Commercial/Industrial Property next to on Lumber, 6 to 25 es, Call 1-800-421-2069,

wy, 105 W. Frontage J. avail) MUST SELL! 1-877-951-5263.

Minnie, frontage & 56' board on Hwy 73 with St. on side of property ouse with frontage on gnolia Ave. Lot is app. x500' 3 or 4 br brick full bath & 2 1/2 baths on porch & front porch, iced & cross fenced, 1,000 firm, 409-296-9110.

10/Wash great for m-TH Lo \$200s huge lots s w/c 713.880.5855 apt cal comm'l prop. by lion 10/31. 2 vac. bldgs. strip ctr. 800-441-9801 town. 1799 feet, 3 sep.

ABSOLUTE MOST CASH
For Real Estate Notes. Close, 10 days 800-879-2324 or visit www.fnacusa.com

1192 REAL ESTATE WANTED

AAAAAAAAAAAAAA
AAAAAAAAAAAAAA
AAAAAA Anxious Cash buyer for your house Quick call 713-802-1315.

Boardwalk buys notes & houses. 713-947-2277

HOMEVESTORS We Buy UGLY Houses America's #1 Homebuyer 1-800-301-3223

WeBuyHouses Today Any Condition. Call Us First. Since 1954 281-240-6333

AA Cash Today for Houses Any Cond. TEXAS HOME BUYERS - 713-649-2222

MORE MONEY Fixer uppers & vac. land Call Victor 713-229-8190

I BUY HOUSES Any Price Any Condition. Call Now! 281-864-9099, 24 Hr.

I BUY HOUSES CASH Or lease & make your Pmt Any Cond. 281-341-9863

I'll Buy or Lease your House, make your pmts, do repairs, close quickly, any area, any price, any condition! 281-493-1114

1200 ANNOUNCEMENTS & NOTICES

- 1238 Adoptions
- 1230 Adult Entertainment
- 1202 Announcements
- 1240 Bids & Proposals
- 1204 Business Personals
- 1206 Car Pools
- 1232 Entertainment
- 1208 Happy Ads
- 1210 Insurance Notices
- 1245 Legal Notices
- 1212 Lodge Notices
- 1214 Lost & Found
- 1234 Meeting Services
- 1216 Personal Notices
- 1218 Publications
- 1220 Special Notices

1212 LODGE NOTICES

Aldine Area Scottish Rite Club Election & Installation of Officers 11/1/00, R.W. Arvol Willingham Installing Officer. Guest Speaker Bro. Leonard O. Pierce. Covered Dish Dinner 7PM Open Meeting 8PM. Aldine Masonic Lodge, 151 West Road, Houston, Texas
Eastwood Lodge #1383 AF & AMMM Degree 7:30pm Dinner 6:30pm. Visitors welcome. David Forrest WM

in the amount of 100% of the Contract price from a surety company licensed by the State of Texas.

Copies of the Contract Documents, Technical Specifications and Plans are available at the office of the ENGINEER. Copies may be secured from the ENGINEER for a \$75.00 non-refundable fee.

The OWNER reserves the right to reject any or all bids and to waive informalities or irregularities in bidding. In case of lack of clarity in stating prices, the OWNER reserves the right to consider the most advantageous construction thereof, or reject the bid.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

NOTICE TO BIDDERS
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 will receive bids for construction of "ADMINISTRATION AND MAINTENANCE BUILDINGS, Job No. 640-031-00, Contract No. 1; FORT BEND COUNTY, Texas" at the office of the ENGINEER (Pate Engineers, Inc., 13333 Northwest Freeway, Suite 300, Houston, Texas 77040). The project includes construction of a 2,160 square foot administration building and 1,800 square foot shop building. A Pre-bid conference will be held on Wednesday, November 8, 2000 at 11:00 a.m. Local Time at the office of the Engineer, and bids will be publicly opened and read on Wednesday, November 15, 2000 at 10:30 a.m. Local Time at the office of the Engineer. The Pre-bid conference is not mandatory.

Proposals must be accompanied by a cashiers check or a bid bond from a surety company holding a permit in the State of Texas for an amount equal to 2% of the amount bid. The amount of said cashiers check or bond will be forfeited to the OWNER and the bank or surety shall be liable to the OWNER for the amount in the event the successful bidder shall fail or refuse to enter into a contract or furnish bonds as hereafter required within ten (10) days after the date of notice of award.

The successful bidder must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the Contract price from a surety company licensed by the State of Texas.

Copies of the Contract Documents, Technical Specifications and Plans are available at the office of the ENGINEER. Copies may be secured from the ENGINEER for a \$50.00 non-refundable fee.

The OWNER reserves the right to reject any or all bids and to waive informalities or irregularities in bidding. In case of lack of clarity in stating prices, the OWNER reserves the right to consider the most advantageous construction thereof, or reject the bid.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

INVITATION TO BIDDERS

Sealed bids addressed to the Board of Directors, Brazoria County Municipal Utility District No. 17, will be received in the office of Brown & Gay Engineers, Inc., 11490 Westheimer, Suite 700, Houston, Texas, 77077 until 2:00 p.m. Thursday, November 16, 2000 at which time all bids will be opened and publicly read for the furnishing of all material, equipment, labor and supervision necessary or incidental to Construction of: **Offsite Detention Basin and Channel Improvements to serve Sunrise Lakes, Section Four.** Scope of Project:
1. Approximately 50,000 cubic yards of excavation and hauling;
2. Lot grading
A mandatory pre-bid meeting will be held in the offices of Brown & Gay Engineers, Inc., on Thursday, November 9, 2000 at 2:00 p.m. Plans, specifications and bid documents may be purchased at Brown & Gay Engineers, Inc., for a \$50.00 non-refundable fee. A cashier's check in the amount of 5%

NOTICE TO BIDDERS

Deer Park Independent School District is accepting sealed RFP's for Telecommunications Systems/ RFP #01-020 until 1:00 P.M. on Tuesday, December 12, 2000, at which time they will be publicly opened. Vendors must be an approved State of Texas Qualified Information Systems Vendor and have a catalog published under the provisions of the General Services Commission's Catalog Purchase Procedure for Automated Information Systems. All request for proposals are to be delivered to Deer Park ISD - Purchasing Office, 203 Ivy, Deer Park, Texas 77536 on or before the time specified above. Plans, specifications and proposal documents may be retrieved after 3:00 P.M. on November 1, 2000 at the offices of OTM Engineering, 701 N. Post Oak Rd., Suite 300, Houston, TX 77024. The contact is Mike Lanchar. He can be reached by voice: 713-686-3141; fax: 713-686-3082; or e-mail: ml@otm-eng.com. A mandatory pre-proposal conference will be held on

AT THE OFFICE OF MOFFATT-EASLEY INC. FOR A NON-REFUNDABLE AMOUNT OF \$50.00. IT IS NOT THE RESPONSIBILITY OF MOFFATT-EASLEY INC. TO MAKE ARRANGEMENTS FOR DELIVERY OR MAILING PLANS AND SPECIFICATIONS.

Cashiers Check, Certified Check or Bid Bond in an amount equal to five percent (5%) of the total bid must accompany each proposal. The owner reserves the right to reject any or all bids, or to accept any bid deemed advantageous to it and waive formalities in bidding. All bids received after the above designated closing time will be returned unopened. HARRIS COUNTY W.C.&I.D. NO.1 1-9 N-1 LE:EU UJUE BT 1J0

1245 LEGAL NOTICES

NOTICE OF INTENT TO APPLY FOR RENEWAL OF OPEN-ENROLLMENT CHARTER SCHOOL

The West Houston Charter School is applying to the State Board of Education for approval to continue to operate an open-enrollment charter school ("charter school") to be located at 5618 11th Street, Katy, Texas. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school is located.

Name of Charter School - West Houston Charter School. Name of sponsoring entity of the charter school - West Houston Charter Alliance. Chief Executive Officer of the school: Joy Guercio. Board members of the sponsoring entity: Joy Guercio, Robert Guercio, and Diana Hooten. Board members of the school operating board: Traci Sirauss, Diana Hooten, Connie McElroy, Brenda Jefferson, and Jenny Hrabec. Locations of the school: 14333 Fern, Houston and 5618 11th Street, Katy, 14050 Park Drive, Tomball, 1051 Eldridge, Sugar Land, and 18150 Gulf Freeway, Houston. Brief description of the school: School provides small class size for more student-teacher interaction, which allows more flexibility to meet individual student needs. Grade levels to be served: Kindergarten through grade 12.

APPLICATION

Attachment 4 – Public Meeting

00056



AFFIDAVIT OF PUBLICATION

APPLICATION

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on the day personally appeared: GAIL FEAGINS, who after being duly sworn, says that she is the SUPERVISOR-ACCOUNTS RECEIVABLE at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

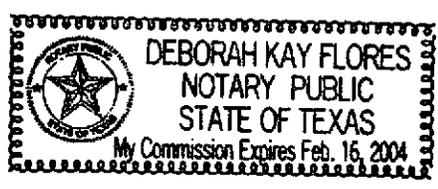
WEST HOUSTON CHARTER SCHOOL 12663891 10918714
 RAN A LEGAL NOTICE
 SIZE BEING: 1 X 30 L

product	date	class	page	
hc	Oct 21 2000	1245.0	F	12

Gail Feagins

GAIL FEAGINS
SUPERVISOR - ACCOUNTS RECEIVABLE

Sworn and subscribed to before me, this the 21st Day of October A.D. 2000



Deborah Kay Flores

Notary Public in and for the State of Texas

NOTICE OF PUBLIC MEETING TO APPLY FOR RENEWAL OF OPEN-ENROLLMENT CHARTER SCHOOL
The West Houston Charter Schools applying to the State Board of Education for approval to continue to operate an open-enrollment charter school (charter school*) to be located at 5618 11th Street, Katy, Texas. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. A meeting to publicly review the renewal application is scheduled for Thursday, October 26, 2000, at 6:00 p.m. at Katy Creative Arts, 5618 11th Street, Katy, Texas.

APPLICATION

 00058

Katy Creative Arts

Parent's Night

Thursday, October 26, 2000
6:30 p.m. - 7:30 p.m.

Agenda

- | | | |
|------|---|--|
| I. | Welcome & Introduction | Ms. Diana Hooten, Administrator/Business Manager |
| II. | Creative Arts Concept
Past, Present & Future | Mrs. Joy Guercio, Superintendent/Principal |
| III. | Charter Renewal | Mr. Robert Guercio |
| IV. | Teachers & Staff | |
| | Kindergarten | Ms. Jodi Moore |
| | 1 st & Music | Ms. Elizabeth Mace |
| | 2 nd | Ms. Kristy Chivleatto |
| | 3 rd | Ms. Jeannie Dartford |
| | 4 th /5 th & Spanish | Ms. Gail Browning |
| | 5 th & Art | Ms. Traci Strauss |
| | 6 th /7 th | Ms. Joy Guercio |
| | Dance/Theater | Ms. Marney Wooldridge |
| | Music Enrichment | Mr. Robbie Deaton |
| | Substitute/Office | Ms. Michelle Howard |
| V. | Parent's Club | Mrs. Janice Perez, Chairman |
| VI. | Conclusion & Announcements | Mrs. Joy Guercio |

Purpose of Meeting

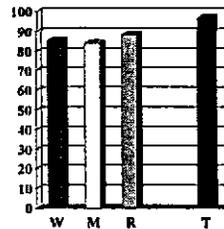
- Required by law to have an open meeting outlining intention to apply for a renewal of charter

Purpose of Meeting

- Review West Houston Charter School's data
- Highlight changes in the charter between original proposal and renewal
- Elicit Feedback

PERFORMANCE REVIEW

- TAAS SCORES
4 Years of data
- Writing – 85.5% passing
- Math – 84% passing
- Reading – 88.4% passing
- Target – 97% passing



PERFORMANCE REVIEW

- Student Attendance – 94.76% attendance rate – (Target 97%)
- TEA Ratings
Elementary Campus – Recognized
Secondary Campus - Acceptable

Proposed Changes

- Boundary
- TAAS Data
- Number of Students

Proposed Changes – Geographical Boundary

- | Original Boundary | Proposed Boundary |
|---|--|
| South – Westheimer
West - Hwy 6
North - I-10
East – 610 Loop | Region IV ESC
All of Harris County and portions of:
Fort Bend
Waller
Liberty, Chambers, & Galveston Counties |

Proposed Changes

• Original

TAAS Scores

97% Passing Rate for all students in Reading, Writing, and Math

• Renewal

TAAS Scores

School will be in Q2 or Q1 in the Texas Learning Index(TLI) Average Growth(TAG)

Proposed Changes

• Original

Student Enrollment

240 maximum number of students in Kindergarten through 12th grade

• Renewal

Student Enrollment

325 maximum number of students in Kindergarten through 12th grade

What's Next

- Completed Application due to TEA – Nov. 1st
- TEA Staff Visit School – by Dec. 2000
- Review Panel analyzes application and other data
- January 2001 – State Board of Education meets to act on application

Public Comments

Your comments are welcome on this proposal.

Send comments, in writing, to

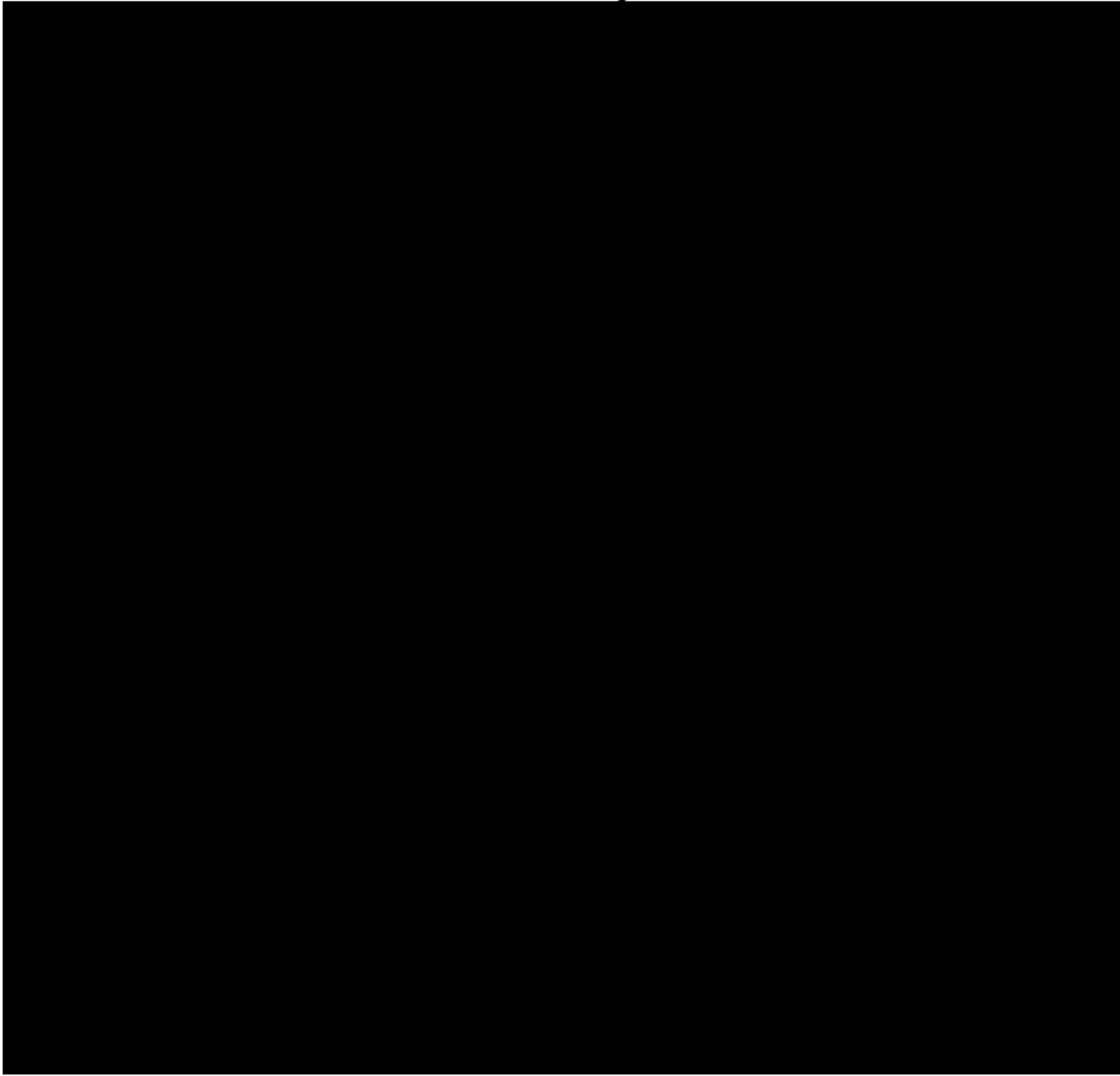
Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701
re – West Houston Charter School

Katy Creative Arts School

APPLICATION

Thursday

October 26, 2000



Katy Creative Arts School

APPLICATION

Thursday
October 26, 2000

Attachment 5 – Teacher Evaluation Scale

1. PERSONAL QUALITIES AND COMPETENCIES

APPLICATION

A. Appearance and manner:

- | | | | | | |
|--|---|---|---|---|---|
| 1. Dresses appropriately | 1 | 2 | 3 | 4 | 5 |
| 2. Is well-groomed | 1 | 2 | 3 | 4 | 5 |
| 3. Is well poised and self confident; not easily upset | 1 | 2 | 3 | 4 | 5 |
| 4. Is cheerful, friendly, and considerate | 1 | 2 | 3 | 4 | 5 |
| 5. Genuinely interested; enthusiastic | 1 | 2 | 3 | 4 | 5 |
| 6. Voice: clear, pleasant, well-modulated | 1 | 2 | 3 | 4 | 5 |
| 7. Abundant energy and vitality | 1 | 2 | 3 | 4 | 5 |

B. Professional competency:

- | | | | | | |
|--|---|---|---|---|---|
| 1. Possesses adequate subject matter background | 1 | 2 | 3 | 4 | 5 |
| 2. Uses good English in everyday conversation | 1 | 2 | 3 | 4 | 5 |
| 3. Uses good English and correct spelling in written discourse; makes clear what is wished to be said | 1 | 2 | 3 | 4 | 5 |
| 4. Has the manuscript and cursive writing skills that are needed | 1 | 2 | 3 | 4 | 5 |
| 5. Creative and resourceful; has a strong desire to learn and implements constructive changes in the classroom | 1 | 2 | 3 | 4 | 5 |
| 6. Interested in acquiring new skills and understandings through professional growth as a result of: workshops, professional organizations, courses, and personal research | 1 | 2 | 3 | 4 | 5 |
| 7. Constantly reviews and implements the goals and objectives of subject matter | 1 | 2 | 3 | 4 | 5 |
| 8. Meets accreditation standards | 1 | 2 | 3 | 4 | 5 |

B. Staff Relationships

1. With supervisors:

- | | | | | | |
|--|---|---|---|---|---|
| a. Establishes rapport quickly | 1 | 2 | 3 | 4 | 5 |
| b. Seeks suggestions; welcomes constructive criticism, makes changes readily | 1 | 2 | 3 | 4 | 5 |
| c. Finds ways to be helpful and cooperative | 1 | 2 | 3 | 4 | 5 |
| d. Accepts responsibility cheerfully | 1 | 2 | 3 | 4 | 5 |
| e. Conforms quickly and efficiently to regulations and requests | 1 | 2 | 3 | 4 | 5 |
| f. Attends all meetings required of teachers; participates in them | 1 | 2 | 3 | 4 | 5 |
| g. Meets deadlines set by administration | 1 | 2 | 3 | 4 | 5 |

2. With colleagues and other staff:

- | | | | | | |
|--|---|---|---|---|---|
| a. Establishes rapport quickly | 1 | 2 | 3 | 4 | 5 |
| b. Is well liked by members of the group | 1 | 2 | 3 | 4 | 5 |
| c. Honestly tries to like the other members of the group | 1 | 2 | 3 | 4 | 5 |
| d. Extends a helping hand to any people or areas of the school when needed | 1 | 2 | 3 | 4 | 5 |
| e. Goes beyond the required limits in cooperating with the group | 1 | 2 | 3 | 4 | 5 |
| f. Is tolerant of others, even when disagreeing | 1 | 2 | 3 | 4 | 5 |
| g. Happy in working situation | 1 | 2 | 3 | 4 | 5 |

II. TEACHING PERFORMANCEA. Relationship with pupils:

- | | | | | | |
|--|---|---|---|---|---|
| 1. Establishes a friendly and helpful, but professional, teacher-pupil relationship | 1 | 2 | 3 | 4 | 5 |
| 2. Gains pupil confidence and respect by Sympathetic understanding and fairness | 1 | 2 | 3 | 4 | 5 |
| 3. Offers suggestions and criticisms tactfully | 1 | 2 | 3 | 4 | 5 |
| 4. Secures pupil cooperation in planning and evaluation of activities | 1 | 2 | 3 | 4 | 5 |
| 5. Seeks parents' help and cooperation in understanding the child | 1 | 2 | 3 | 4 | 5 |
| 6. Avoids the use of slang and inappropriate language and phrases | 1 | 2 | 3 | 4 | 5 |
| 7. Uses positive reinforcement instead of calling a child a name or putting him down | 1 | 2 | 3 | 4 | 5 |
| 8. Honestly cares for <u>each</u> child's emotional and academic welfare | 1 | 2 | 3 | 4 | 5 |

B. Classroom management:

- | | | | | | |
|---|---|---|---|---|---|
| 1. Shows concern for the physical environment | 1 | 2 | 3 | 4 | 5 |
| 2. Maintains good standards of housekeeping | 1 | 2 | 3 | 4 | 5 |
| 3. Keeps classroom running smoothly | 1 | 2 | 3 | 4 | 5 |
| 4. Helps children acquire good habits: work and study | 1 | 2 | 3 | 4 | 5 |
| 5. Handles behavior problems individually when possible; anticipates friction and guards against it | 1 | 2 | 3 | 4 | 5 |
| 6. Never allows confusion to continue | 1 | 2 | 3 | 4 | 5 |
| 7. Makes certain that the children know what is expected of them | 1 | 2 | 3 | 4 | 5 |
| 8. Keeps the atmosphere of the room free from hurry and tenseness | 1 | 2 | 3 | 4 | 5 |
| 9. Helps children use equipment and supplies efficiently | 1 | 2 | 3 | 4 | 5 |

- | | | | | | |
|---|---|---|---|---|---|
| 10. Accepts responsibility for pupil conduct in halls, carpools, and playground | 1 | 2 | 3 | 4 | 5 |
| 11. Foresees supply needs and does not have to leave the room frequently | 1 | 2 | 3 | 4 | 5 |
| 12. Willingly gives extra help or instruction to an individual child | 1 | 2 | 3 | 4 | 5 |
| 13. Provides creative strategies and techniques for Students with learning disabilities | 1 | 2 | 3 | 4 | 5 |

APPLICATION

C. Proficiency in instruction:

- | | | | | | |
|--|---|---|---|---|---|
| 1. Makes adequate plans, uses a variety of teaching activities | 1 | 2 | 3 | 4 | 5 |
| 2. Adjusts plans to meet unusual or difficult situations | 1 | 2 | 3 | 4 | 5 |
| 3. Arouses and holds pupil interests; stimulates critical thinking | 1 | 2 | 3 | 4 | 5 |
| 4. Helps children relate new ideas to previous learning | 1 | 2 | 3 | 4 | 5 |
| 5. Has instructional materials ready for use when needed | 1 | 2 | 3 | 4 | 5 |
| 6. Makes wide use of texts and classroom kits | 1 | 2 | 3 | 4 | 5 |
| 7. Properly uses supplementary books; reference materials, and audio-visual material, when it is an advantage to do so | 1 | 2 | 3 | 4 | 5 |
| 8. Prepares instructional aids when they will increase teaching efficiency | 1 | 2 | 3 | 4 | 5 |
| 9. Provides for the needs of individual pupils by differentiating assignments to meet the needs of pupils with different learning styles | 1 | 2 | 3 | 4 | 5 |
| 10. Makes assignments clear; provides definite direction for study | 1 | 2 | 3 | 4 | 5 |
| 11. Makes smooth transitions from one activity to another | 1 | 2 | 3 | 4 | 5 |
| 12. Uses a variety of evaluation techniques | 1 | 2 | 3 | 4 | 5 |

13. Uses tests as a guide to teaching as well as a stimulus to learning 1 2 3 4 5
14. Holds children to reasonable standards of achievement 1 2 3 4 5
15. Expects neatness and accuracy in all written work 1 2 3 4 5

APPLICATION

Please use this space for anything on which you would like to comment:

Attachment 6 – Code of Conduct

WEST HOUSTON CODE OF STUDENT CONDUCT

The purpose of the Code of Student Conduct is to inform all students, parents and teachers of West Houston's expectations regarding behavior and conduct. Please sign and date in the space provided verifying that you have received a copy of the handbook. Please take the time to read this book thoroughly.

Student's Name: _____
Please Print

Student's Signature: _____

Date: ___/___/___

Parent's Signature: _____

Date: ___/___/___

The West Houston Charter School (WHCS) does not discriminate on the basis of race, color, national origin, sex, or disability in its educational programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies under Title IX of the Education Amendment of 1972 (Title IX), Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964 (Title VI), under the regulations and statues.

Name and/or Title: Joy Guercio, Superintendent
Title IX Coordinator/Sec 504

Address: 14333 Fern
Houston, Texas 77079

Telephone No. 281 497-7420

APPLICATION

WEST HOUSTON



PIONEERING A NEW FRONTIER

West Houston Charter School

14333 Fern Houston, Texas 77079

281-497-7420 fax 281-497-4775

281-497-7421 email - whou@neosoft.com

TITLE IX COORDINATOR: Joy Guercio, Superintendent

00072

RESPONSIBILITIES IN BEHAVIOR MANAGEMENT

APPLICATION

The effective enforcement of the *Code of Student Conduct* and the School-Based Discipline Management System is essential in keeping a school and/or school-related activities free of disruption and is dependent on the exercise of the responsibilities by the following:

STUDENTS

- adhere to school, and classroom rules and regulations for behavior and good conduct.

PARENTS

- support school, and classroom rules for student behavior and ensure that their children conduct themselves according to district standards.
- provide the school with current address and, when available, current telephone numbers.

TEACHERS

- establish classroom management procedures that concentrate on good student conduct and support school policies and procedures.

ADMINISTRATORS

- develop with all members of the school community an effective School-Based Discipline Management System that promotes and maintains the support of good student behavior.

BOARD OF EDUCATION

- approves a behavior code that identifies standards of conduct for students and enacts policies and procedures necessary for implementing and enforcing a structured and disciplined learning environment.

00073

STUDENT CONDUCT

In general, all students are entitled to enjoy the basic rights of citizenship recognized and protected by law for persons of their age and maturity. The West Houston Charter School shall foster a climate of mutual respect for the rights of others. Each student is expected to respect the rights and privileges of other students, teachers, and school personnel.

Students shall exercise their rights and responsibilities in compliance with rules established for the orderly conduct of the school's educational missions. The school's rules of conduct and discipline and the School-Based Discipline Management System are established to achieve and maintain order in the school. Students who violate the rights of others or violate district or school rules shall be subject to disciplinary action in accordance with established policies and procedures.

The student's responsibilities for achieving a positive learning environment at school and/or school-related activities shall include the following:

- Attend all classes each day and be on time.
- Prepare for each class with appropriate materials and completed assignments.
- Dress according to the dress code adopted by the school.
- Know that the use, possession, and/or sale of illegal or unauthorized drugs, alcohol and weapons, is unlawful and prohibited.
- Show respect toward others.
- Conduct oneself in a responsible manner.
- Pay required fees and fines.
- Know and obey all school rules in the *Code of Student Conduct* and the School-Based Discipline Management System.
- Cooperate with staff in investigation of disciplinary matters.
- Seek changes in school policies and regulations in an orderly and responsible manner, through appropriate channels.

All students are expected to maintain the highest level of discipline and decorum at all school functions. Failure to comply with administrative directives promoting order and respect will result in the student being removed from participation in school activities, including commencement exercises.

00074

STUDENT RIGHTS AND RESPONSIBILITIES, BOARD POLICIES AND PROCEDURES

The Board Policies and Administrative Procedures of the West Houston Charter School contain the rights and responsibilities of students which are embodied in this *Code of Student Conduct*. A brief description of several of the more important student rights and responsibilities is included in this section. The proper balance of student rights and privileges (•) with student responsibilities and obligations (+) is essential to the orderly conduct of the school's educational mission.

Instructional Programs

- The West Houston Charter School shall be responsible for providing a well-balanced curriculum and for delivering effective instruction to all students enrolled.
- + Students have the responsibility to strive for academic growth by participating in the appropriate educational program to their utmost ability.

Attendance of Students

- Regular attendance and punctuality shall be required of every student.
- + Students have the responsibility to take advantage of their educational opportunity by attending all classes daily and on time unless circumstances prevent them from doing so.

Continuing Education

- Student absences while suspended shall be considered as excused absences.
- + Students have the responsibility to make up all work missed while suspended within five school days after his or her return to school from suspension in order to receive credit for the work.

Evaluation, Grading, and Promotion/Retention of Students

- Students shall be evaluated on a continuous basis in the most effective manner to determine the extent of their progress.
- + Students have the responsibility to maintain reasonable standards of academic performance commensurate with their ability.

Notice of Unsatisfactory Progress

- A "Notice of Unsatisfactory Progress" concerning unsatisfactory grades shall be distributed to the parent or legal guardian during the fourth week of the six week grading period.
- + Students have the responsibility to make every effort to improve their performance upon receipt of the notification to parents.

Grievances

- Students may present any grievance to the school, either personally or through a representative, through the appropriate grievance procedures.
- + Students have the responsibility to follow the established grievance procedures and to accept the decision which results from the grievance process.

00075

Student Dress Code and Personal Grooming

- West Houston Charter School shall adopt specific standards concerning dress and personal grooming.
- + All students have the responsibility to become familiar with the standards in the school and to adhere to them.

Student Publications

- Students are entitled to express, in writing, their opinions and may distribute handwritten, duplicated, or printed materials on school premises or at school-sponsored activities at other locations in accordance with certain conditions and procedures.
- + Students have the responsibility to become familiar with and follow the conditions and procedures.

Students and School Property

- Students are expected to show proper respect for both persons and property.
- + Students are responsible for their own actions directed towards school property and for damages to property.

Search of Property and Students

- Students are entitled to the guarantees of the Fourth Amendment, and they are subject to reasonable searches and seizures.
- + Students have the responsibility not to carry on their person or to have on school property or at school-sponsored events such items as drugs, weapons, alcohol, pagers, or other contraband materials in violation of school policy or state law.

The Eighteen-Year-Old Student

- The 18-year-old student who has adult status may enroll and attend public school.
- + The 18-year-old student who is enrolled in public school has the responsibility to follow the policies, procedures, rules, and regulations of the school.

Student Government

- Students shall be afforded the right through appropriately established guidelines to formulate procedures for student government.
- + Student government officers and representatives have the responsibility to participate in student government and to be aware of needs of the school and concerns of the student body and to work within the established process in addressing their needs and concerns.

Right to Information and Privacy of Records

- Students are assured the right to information and privacy of their records in accordance with the Texas Open Records Law and the Family Educational Rights and Privacy Act of 1974.
- + Parents or eligible students have the responsibility to release information to those individuals or agencies which are working actively and constructively for the benefit of the student.

00076

STUDENT GRIEVANCES AND PROCEDURES TO REPORT AND INVESTIGATE COMPLAINTS OF SEXUAL HARASSMENT

Students should utilize the grievance procedure to raise any issue of concern, including issues of discrimination on the basis of race, color, national origin, sex, or handicap. In addressing any of these concerns, students should utilize the following procedures:

Informal Procedure

It is recognized that in the course of providing the best education possible in an atmosphere conducive to learning instances occur involving individuals and personalities, and the student may be affected by conflicting or adverse decisions that require third-party resolution. In the event the student believes such instances require a remedy or that there is a basis for a grievance, he/she will first discuss the matter with his/her teacher. Should this procedure fail to satisfy the student, he/she may next discuss the matter with the principal or principal's designee with the objective of solving the matter informally. Should the informal procedure fail to satisfy the student, then a grievance may be taken through the formal procedure. A letter of grievance may be submitted to the grievance committee appointed by the school board.

Formal Procedure

The aggrieved shall send a formal written grievance within fifteen (15) days of the violation to his/her principal. Within five (5) days of the date the grievance is filed, the principal, or person appointed by the principal, shall schedule a meeting with the aggrieved and his/her parents or guardian or designated representative and the grievance committee in an attempt to resolve the grievance. The committee shall indicate their disposition of the grievance in writing within five (5) days of such meeting and shall furnish copies thereof to the aggrieved and the representative.

00077

APPLICATION

PROCEDURES TO REPORT AND INVESTIGATE A STUDENT'S COMPLAINT OF SEXUAL HARASSMENT BY ANOTHER STUDENT

Student misconduct which is alleged to be sexual harassment by one student toward another student should be reported to a campus teacher, counselor, principal, or other adult staff member. The adult who receives the report of student misconduct shall follow the *Code of Student Conduct* for reporting, investigating, and responding to student misconduct. Students found to have committed the misconduct shall be disciplined according to the levels of student misconduct in the *Code of Student Conduct*. Students and parents may appeal to the WHC School Board if they are not satisfied with the resolution reached at the school level.

PROCEDURES TO REPORT AND INVESTIGATE ALLEGED SEXUAL HARASSMENT OF A STUDENT BY AN ADULT

A student, parent, or an individual with knowledge of the alleged act of sexual harassment of a student by an adult is encouraged to report it to a teacher, counselor, nurse, school administrator, principal, or the principal's designee.

At any time, including at the time of making the initial complaint, the student, parent, or individual with knowledge of the alleged act of sexual harassment may complain directly to the superintendent.

Whenever a complaint of sexual harassment of a student by an adult is received, the following steps shall be taken:

1. Efforts will be taken to obtain all of the facts from the student and to verify these facts. Such efforts may include requesting a written statement from the student and to verify these facts. Such efforts may include requesting a written statement from the student's parents or guardian, and obtaining names of witnesses of the alleged acts of sexual harassment.
2. If appropriate, Harris County Children's Protective Services must be contacted.
3. An appropriate investigation must be conducted. The investigation shall begin within 5 school days of receiving the information from the student, parent, or individual with knowledge of the alleged act of sexual harassment.
4. A thorough investigation includes an interview with the individual who allegedly committed the sexual harassment to inform the individual of the specific allegations and to provide an opportunity for a response.
5. Upon completion of the investigation, the student and/or parents should be informed of the resolution of the complaint.
6. Upon completion of the investigation, the individual who allegedly committed the sexual harassment shall be informed of the resolution of the complaint. The individual may be accompanied by a representative of choice to discuss the resolution of the complaint.
7. Upon completion of the investigation, the Response Form along with the documentation of the complaint, steps taken to investigate the complaint, and proposed resolution shall be sent to the WEST HOUSTON CHARTER SCHOOL SUPERINTENDENT.
8. Any disciplinary action against any WEST HOUSTON CHARTER SCHOOL employee shall be proposed and implemented in accordance with WEST HOUSTON CHARTER SCHOOL Board Policy.

00078

STUDENT MISCONDUCT

APPLICATION

The *Code of Student Conduct* provides a description of a broad range of behaviors considered to be student misconduct. The behavior described should be viewed as representative of the misconduct which most frequently causes a disruption to the orderly educational process. The acts of misconduct listed in Levels I, II, III, and IV are not inclusive. The student who commits an act of misconduct which may be classified into any of the four levels will be subject to disciplinary action by the classroom teacher, assistant principal, and/or the principal.

WHEN AND WHERE THE RULES APPLY

The policies and administrative procedures concerning student conduct apply to actions of students on school property. This includes actions occurring before, during, and after school. Additionally, the rules apply to actions of students at all school-sponsored or school-related activities or events, such as field trips, sporting events, stadium assemblies, fairs, or evening school-related activities. Additionally, students should be aware that the commission of any felony offense, whether at school or away from school, will result in **DISMISSAL FROM WEST HOUSTON CHARTER SCHOOL**. Finally, students should be aware that administrators who are made aware of criminal activity whether on or off of campus will make a report to appropriate law enforcement agencies and that in addition to these administrative rules, students may be subject to criminal charges for violations of the law.

GENERAL DISCIPLINE GUIDELINES FOR ASSESSING PENALTIES

When imposing discipline, district personnel shall adhere to the following general guidelines:

1. Discipline shall be administered when necessary to protect students, school employees, or property and to maintain essential order and discipline.
2. Students shall be treated fairly and equitably. Discipline shall be based on a careful assessment of the circumstances of each case and may include such factors as:
 - a. seriousness of the offense;
 - b. student's age;
 - c. frequency of misconduct;
 - d. student's attitude;
 - e. potential effect of the misconduct on the school environment; and
 - f. state law requirements for certain disciplinary consequences.

00079

Zero Tolerance/Pursuit of Criminal Charges

APPLICATION

The West Houston Charter School Board believes the school environment should be safe for all students and free of disruptions that interfere with the educational process. In response to this belief, the Board has developed a policy of zero tolerance. This policy shall apply to all students.

The West Houston Charter School will honor expulsion orders from other school districts and shall not admit a student expelled from another district for the period of the other school's expulsion.

All students who unlawfully possess a firearm, illegal knife, explosive, or any other dangerous object or weapon on school property, on school buses, and/or in attendance at district-related activities shall be dismissed from West Houston Charter School. The Board further declares that the Code of Student Conduct will be strictly applied.

In every case where students commit a criminal offense in violation of the Student Code of Conduct, Education Code, or Penal Code, the school will pursue charges, arrests, and removal to a juvenile detention facility or county jail.

LEVELS OF OFFENSES

Acts of misconduct are categorized into the following five levels of offenses:

Level I--Teacher-Directed:

- Offenses which generally occur in the classroom and can be corrected by the teacher.

Level II - Administrative Intervention:

- Offenses which are more serious in nature and a continuance of Level I misconduct.

Level III--Suspension or Dismissal From West Houston Charter School:

- Offenses which seriously disrupt the educational process in the classroom, the school and/or at school related activities, or a continuance of repeated Level I, II, or III misconduct.

Level IV—Dismissal From West Houston Charter School

- More serious criminal offenses as defined in Level IV. This includes any felony, whether school related or not, unless it is one for which expulsion is required.

Personnel will use their professional judgment in determining which disciplinary action will be most effective in dealing with specific acts of student misconduct. Disciplinary actions apply equally to all students, except as provided under Board Policy and Administrative Procedures related to disabled students.

00080

GENERAL PROCEDURE FOR RESOLVING SCHOOL PROBLEMS

APPLICATION

School problems can best be resolved at the campus level where problems start.

In order to resolve problems, parents, guardians, and/or students can meet with a teacher at the appropriate times to discuss existing problems. If the parents, guardians, or students, are dissatisfied with the teacher's decision or explanation, they can meet with the building administrator to review the area of concern.

00081

LEVELS OF STUDENT MISCONDUCT AND DISCIPLINARY OPTIONS

LEVEL I: TEACHER-DIRECTED

APPLICATION

Many behaviors should be successfully managed by the classroom teacher. There should be immediate and consistent interventions of any behavior which impedes orderly classroom procedures or interferes with the orderly operation of the classroom.

Level I Acts of Misconduct Include Such Behaviors as:

Violations of rules and/or procedures established by the teacher.

Cheating and/or copying the work of other students.

Refusal to participate in classroom activities.

Unexcused tardiness to class.

Failure to bring required classroom materials and/or assigned work to class.

General misbehavior including, but not limited to, eating in class, horseplay, making excessive noise, violating campus dress codes.

Any other act which impedes the orderly classroom procedure or interrupts the orderly operation of the class.

Failure to deliver and/or return written communications between home and school.

Disciplinary Options/Responses:

- Verbal corrections.
- Teacher-student conference.
- Parent contact: note or telephone call to parent.
- Student-counselor conference
- Detention (maintained by teacher) during non-instructional time such as before or after school.
- Other appropriate in-class disciplinary actions.

Procedures:

1. Intervention should be accomplished by the teacher who is supervising the student or who observes the misbehavior.
2. A record of the offenses and disciplinary actions should be maintained by the teacher on the appropriate form. The Texas Education Code requires teachers to file a written report of student violations of the *Code of Student Conduct* with the principal who will forward the report home within 24 hours. For first time Level I offenses only, teachers may use their discretion and may deem minor infractions as not a violation of the Code for purposes of this reporting. This provision shall have no effect upon the disciplinary options available to the classroom teacher under Level I for addressing student misconduct.

00082

3. The teacher should discuss the misbehavior with parent, administrator, and/or support personnel.
4. Level I behavior violations and Discipline Options/Responses are not limited to those provided. Serious and/or repeated violations shall result in a more severe response and/or referral to Level II.

APPLICATION

LEVEL II: ADMINISTRATOR INTERVENTION

Some infractions will result in a referral to an administrator. The disciplinary actions will depend on the offense, previous actions, and the seriousness of the misbehavior. Level II Acts of Misconduct include those student acts which interfere with the orderly educational process in the classroom and/or the school. A teacher who observes a student engaged in level II or higher misconduct will make a written report to the principal or other appropriate administrator. The principal will forward a copy of the report to the parents within 24 hours.

Level II Acts of Misconduct include such behaviors as:

Repeated/continuation of Level I misbehavior.

Leaving the classroom or school grounds without the permission of school personnel.

Disruptive behavior on the bus.

Dress Code violations.

Inappropriate display of affection.

Any verbal abuse of others including name-calling or derogatory statements.

Posting or distributing unauthorized materials on school grounds.

Failure to abide by rules and regulations at extracurricular activities and/or co-curricular activities such as field trips.

Loitering in unauthorized areas.

Altering school records, documents, or signing parent's name on school documents.

Participation in activities by groups such as gangs and cults.

Possession of CD's, radios, tape players, head phones, and other forms of electronic equipment without permission from school personnel will result in disciplinary action as well as confiscation of the devices.

Possession of beepers, cellular telephones, or electronic pagers or any other types of communication systems disruptive to instruction. In addition to disciplinary action, students will have their pagers confiscated. Persons confiscating the device shall turn the device over to the principal of the school. The principal will dispose of the devices in any reasonable manner after providing the student's parent and the pager company whose name and address or telephone number appear on the device 30 days prior notice of its intent to dispose of that device. The notice shall include the serial number of the device and may be made by telephone, telegraph, or in writing; and

In accordance with Tex. Educ. Code § 37.083, the district will charge the owner of the device a \$15.00 administrative fee payable to the West Houston Charter School prior to releasing the device.

Participation in dress or attire signifying gang affiliations.

00083

Disruptive behavior and any other acts which interfere with the orderly educational process in the classroom and/or the school.

APPLICATION

Disciplinary Options/Responses:

- Parental contact by phone and written notification to parent or guardian within 24 hours
- Required administrator/student/parental conference.
- Detention.
- Exclusion from extracurricular activities including, but not limited to, field trips, commencement exercises/award ceremonies.
- Removal of school transportation privileges.
- "Behavior," "Behavioral," and/or "conduct" contracts.
- Teacher removal of the student from the classroom which may result in dismissal from WHCS.
- Any other appropriate disciplinary actions determined by the administration.

Procedures:

1. Referral to administrator by way of written report not to exceed one page in length.
2. Administrator confers with student and/or teacher to establish appropriate action.
3. Written notification is sent to parent within 24 hours of report. Notification is sent to the teacher indicating action taken.
4. Discipline Referral Form is retained by the administrator.
5. Level II behavior violations and Discipline Options/Responses are not limited to those provided in the following list.
6. Repeated violations shall result in a more severe response and/or referral to Level III.

Certain physical acts against a student by personnel (such as, but not limited to, choking, kicking, punching, pinching, hitting with an inappropriate object, etc.) are not authorized and will be considered as a violation of the corporal punishment policies.

00084

EVEL III: SUSPENSION OR DISMISSAL FROM WEST HOUSTON CHARTER SCHOOL

Level III acts include conduct for which the student may be suspended or dismissed from WHCS. The principal or other appropriate administrator will make the determination whether to suspend or dismiss the student from WHCS. The period of the suspension is limited to three days per occurrence.

A student may be suspended or dismissed for engaging in the following conduct:

- Chronic or repeated disciplinary infractions of Level I and/or II offenses.
- Fighting.
- Gambling.
- Misdemeanor stealing/theft of property in an amount under \$750.00.
- Possession of a knife with a blade of less than 5 1/2".
- Continuous disruptive behavior on school bus.
- Smoking or using or possessing tobacco and tobacco product on school property or any school-related/sanctioned activity.
- Interfering with school authorities.
- Aggressive, disruptive action, or group demonstration that substantially disrupts or materially interferes with school activities. This includes such acts as boycotts, sit-ins, trespassing, walkouts.
- Failure to comply with reasonable requests of school personnel and/or defiance of the authority of school personnel.
- Failure to adhere to terms of behavior contracts.
- Indecent/unsolicited sexual proposal/sexual harassment
- Selling or soliciting for sale any merchandise on school campus without the authorization of the building principal.
- Display of disrespect toward school personnel or campus visitors.
- Profanity, vulgar language, or obscene gestures.
- Any ethnic or racial slurs which seriously disrupt the educational process.
- Engaging in acts of intimidation which interfere with another student's desire or willingness to participate in the educational process.
- Misdemeanor criminal mischief (i.e., vandalism) resulting in the destruction of property in an amount greater than \$20.00 but less than \$1500.00.
- Use of school computers, facsimile equipment or other electronic devices to transmit, receive, view, or display obscene, vulgar, sexually explicit, or racist media; or to display information which advocates unlawful activities or provides guidance on the construction of weapons or other illegal devices.

- Participation in illegal organizations such as fraternity, sorority, secret society or gang.
- Misdemeanor extortion, which is defined as obtaining money or information from another by coercion or intimidation of a value less than \$1500.00.
- Possession or use of any prescription or non prescription drug, medicine, vitamins, or other chemical in violation of the Guidelines for Dispensing Medications at School.
- Defacing of school property with graffiti or other means which employs words or provocative language and may serve to promote violent and/or dangerous circumstances.
- Any other acts of serious misconduct that disrupt the school environment in the classroom and/or school.
- Hazing, which means any intentional, knowing, or reckless act directed against a student by one person alone or acting with others, that endangers the mental or physical health or the safety of a student for the purpose of being initiated into, affiliating with, or holding office in, or maintaining membership in any organization or general classification of students whose members are/or include other students.
- Leaving campus without permission and/or truancy.
- Assisting (directly or indirectly) with the promotion of any behavior prohibited by this Code of Student Conduct.

Disciplinary Options/Responses:

Required administrator/student/parental conference.

DISMISSAL FROM WEST HOUSTON CHARTER SCHOOL

Financial restitution or restoration, as applicable, for vandalism to property.

Exclusion from extracurricular activities including, but not limited to field trips, and commencement exercises/award ceremonies.

Suspension for up to three school days per occurrence.

Removal from transportation services.

Teacher removal of the student from the classroom in accordance with the section in this Code entitled "Procedures for Teacher Removal of Students."

Any other appropriate disciplinary actions determined by the administration.

Procedures:

1. Referral to administrator by way of written report not to exceed one page in length with written report to the parent within 24 hours.
2. Administrator confers with student and parent about the student's misconduct. The student is given an opportunity to explain his/her version of the incident. The resulting discipline action is determined.
3. Principal makes a determination whether to suspend or DISMISS the student from WHCS and a written notice of the offenses and the action taken are given to the parent and teacher.

00086

LEVEL IV: DISMISSAL FROM WEST HOUSTON CHARTER SCHOOL

APPLICATION

A student shall be DISMISSED FROM THE SCHOOL by the campus administrator when the student engages in any conduct punishable as a felony, whether the conduct occurs on or off of school property and regardless of whether the conduct occurs before, during, or after school hours.

Level IV Acts of Misconduct Include Such Behaviors as:

- Engaging in any offense punishable as a felony.
- Engaging in assault which is defined as intentionally, knowingly or recklessly causing bodily injury to another. (Section 22.01 (a)(1), Penal Code)
- Engaging in terroristic threat, defined as but not limited to threatening to commit violence or harm to any person or property with intent to cause an emergency response or which places any person in fear of imminent serious bodily injury; or interrupting the occupation or use of a building, room, place of assembly, place to which the public has access by threats of violence or other means; or causing impairment or interruption of public communications, public transportation, public water gas or power supply or other public service. (Section 22.07, Penal Code)
- Selling, giving, delivering to another person, possessing, using or being under the influence of Marijuana, a controlled drug, or other controlled substance. (Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et. seq.)
- Selling, giving, delivering to another person, possessing, using or being under the influence of a dangerous drug. (Chapter 483, Health and Safety Code)
- Selling, giving or delivering an alcoholic beverage to another person.
- Committing a serious act or offense while under the influence of alcohol.
- Possessing, using, or being under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable glue or aerosol paint, including, but not limited to possession or use of abusable glue or aerosol paint, delivery of abusable glue or aerosol paint to a minor or possession of inhalant paraphernalia. (Sections 485.031 through 485.035, Health and Safety Code)
- Engaging in conduct that contains the elements of an offense relating to volatile chemicals, including but not limited to, possession or use, delivery of abusable volatile chemicals to a minor or possession of inhalant paraphernalia. (Chapter 484, Health and Safety Code)
- Engaging in conduct that contains elements of the offense of public lewdness or indecent exposure under which are defined to include offenses against chastity, common decency, morals and the like. (Sections 21.07 and 21.08 Penal Code)
- Felony stealing/theft of property in an amount greater than \$750.00.
- Burglary of a WEST HOUSTON CHARTER SCHOOL facility.

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APPLICATION

- Regardless of whether on or off of campus or at a school function, if a student engages in conduct that contains elements of the offense of retaliation under Section 36.06, Penal Code against any school employee by engaging in conduct including but not limited to intentionally or knowingly threatening to harm another by an unlawful act in retaliation for that person's performance of their official duties.
- Uses, exhibits or possesses a firearm defined as any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use. (Section 46.01 (3), Penal Code)
- Uses, exhibits or possesses an illegal knife which includes any knife with a blade over 5 1/2". (Section 46.01 (6), Penal Code)
- Uses, exhibits or possesses a club, to include an instrument that is specially designed to inflict serious bodily injury or death by striking a person with the instrument and includes but is not limited to a blackjack, nightstick, mace or tomahawk. (Section 46.01 (1), Penal Code)
- Uses, exhibits or possesses a weapon listed as a prohibited weapon. These weapons are defined as an illegal knife, firearm, sword, spear, tomahawk, club, explosive device, throwing instrument designed to cut or stab, firearm silencer, ammunition, dagger, knuckles, blackjack, nightstick, mace, switchblade, bowie knife, zip gun, chemical dispensing device, short-barreled firearm, machine gun. (Section 46.05, Penal Code)
- Engages in conduct that contains the elements of the offense of:
 - (A) aggravated assault which includes but is not limited to causing serious bodily injury to another during the commission of an assault, or using or exhibiting a deadly weapon during the commission of an assault. (Section 22.02, Penal Code)
 - (B) sexual assault. (Section 22.011, Penal Code)
 - (C) aggravated sexual assault which includes but is not limited to causing or threatening to cause serious bodily injury to another during the commission of a sexual assault, or using or exhibiting a deadly weapon during the commission of a sexual assault. (Section 22.021, Penal Code)
 - (D) arson. (Section 28.02, Penal Code)
 - (E) murder. (Section 19.02, Penal Code)
 - (F) capital murder. (Section 19.03, Penal Code), or criminal attempt to commit murder or capital murder. (Section 15.01, Penal Code)
 - (G) indecency with a child. (Section 21.11, Penal Code)
 - (H) aggravated kidnapping. (Section 20.04, Penal Code)
 - (I) if punishable as a felony, possessing, using, selling giving delivering, or being under the influence of marijuana; or a controlled substance; or a dangerous drug; or committing a serious act or offense while being under the influence of an alcoholic beverage, but only if the conduct is punishable as a felony.

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Possession means actual care, custody, control or management. A student shall be considered to be in possession of any substance or object prohibited or regulated by this Code if the substance or object is: (1) on the student's person or in the student's personal property, including but not limited to the student's clothing, purse, book bag, or briefcase; (2) in any private vehicle used by the student for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; or (3) in any school property used by the student, including but not limited to a locker or a desk.

Procedures:

1. Referral to administrator by way of written report not to exceed one page in length with written report sent to the parent within 24 hours.
2. Required administrator/parent/student conferences. Referral to local juvenile board for legal action and/or referral to the Houston Police Department.
3. Dismissal of student from WHCS.

The principal has an obligation under the law to notify the Houston Police Department if the principal has reasonable grounds to believe that any of the above offenses has occurred in school, on school property, or at a school sponsored or school-related activity on or off school property.

Non-Disciplinary Removal

The administrator may remove a student from his or her regular classes or from school district premises for *non-disciplinary health, safety, or welfare reasons whenever the administrator determines that an emergency exists for doing so*. Reasons which may be considered an emergency include, but are not limited to, the fact that the student is under the influence of alcohol or drugs, highly agitated, is in possession of contraband or suffering from any other condition which temporarily threatens his or her welfare, other individuals' welfare, or the efficient operation of the school. Any student who is removed from school premises pursuant to this subsection and who is in a condition that threatens his own welfare or the welfare of others must be released to the student's parent, a representative of the parent, or other proper authority, including, but not limited to, law enforcement officers and medical personnel. Such removal must be for as short a time as is reasonable under the circumstances, but is limited to five consecutive school days.

The administrator shall make reasonable efforts to notify the parent prior to removing a student from school premises under this subsection. If the parent cannot be notified prior to removal, the parent must be notified as soon as possible after the removal and the reasons for it.



STUDENT PUBLICATIONS

APPLICATION

Student participation in the publication of school newspapers, yearbooks, literary magazines, and similar publications is encouraged by the school as learning and educational experiences. These publications have qualified faculty advisors and strive to meet high standards of journalism. Opportunities for a broad spectrum of opinions shall be provided.

In addition to school-sponsored publications, students are entitled to express, in writing, their opinions and may distribute handwritten, duplicated, or printed materials on school premises or at school-sponsored activities at other locations in accordance with the following conditions and procedures:

- a. A publication is subject to these procedures if it is non-school sponsored or if it is not prepared for the partial fulfillment of a school course and if it appears reasonably possible from the circumstances that more than five copies of the publication may be distributed.
- b. Distribution of a publication shall not be prohibited because the publication contains the expression of any idea, popular or unpopular. However, if the publication is libelous or obscene or advocates illegal action or disobedience to published rules on student conduct adopted by the Board of Education, the publication cannot be distributed on school premises. Libelous language is that language for which a civil suit can be maintained in the state courts. A publication is obscene if the language, pictures, or portrayals are described as vulgar, lewd, or indecent according to the community standards of the area surrounding the individual school in which the school's students reside.
- c. Distribution on school premises of material consisting wholly or primarily of commercial advertising is prohibited.
- d. Distribution of a publication is prohibited if its distribution materially and substantially interferes with normal school operations or if the building principal has reasonable cause to believe that the distribution would engender such a material and substantial interference.
- e. The publication cannot be sold on the school premises but may be sold off school premises subject to the provisions of Subsection g.
- f. The publication must contain the name of the individual contributors, editors, and publishers.
- g. Distribution of printed material off school premises will be subject to the following rules when the manner of distribution is calculated to and in fact does result in possession by students on school premises. This includes the distribution of places adjacent to the school premises in the morning before normal classroom activity has begun. It does not include distribution in places adjacent to school premises in the afternoon after normal classroom activity has ceased for the day.
- h. The following procedures are to be followed in distributing a publication as defined in Subsection a:

- (1) A copy of the publication must be given to the building principal, who may take up to one working day for the purpose of reviewing the publication before its general distribution on campus. The principal should determine whether the publication qualifies for distribution under the standards enumerated in Subsections b, c, and d. In making this determination, he/she may consult with other administrators, with the faculty and with anyone the principal thinks will be of assistance in making the proper determination.

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- (2) If in the opinion of the principal, the publication fails to qualify under the standards enumerated in Sections b, c, and d, the principal should submit the publication to the attorneys employed by the school district. If the attorneys determine that the publication fails to qualify under Sections b, c, or d, the publication may not be distributed on the school premises; otherwise, the publication may take place. This determination by the attorney must be complete within the one working day provided in paragraph (1).
- (3) If the distribution of the publication is approved, the manner, time, and place for distribution must be cooperatively established with the principal. However, all approved distributions can take place before and after regular school hours on school premises.
- (4) If the publication is not approved by the principal and the attorneys, the individual or sponsors of the publication may appeal the decision to the Superintendent of Schools or his designee, who may take up to one additional working day for the purpose of reviewing the publication and the decisions of the Principal and the attorneys. He may either affirm or overrule the decisions of the principal and the attorneys. If the Superintendent of Schools overrules the decision of the principal and the attorneys, the publication may be distributed on the next working day subject to the provisions of paragraph (3).
- (5) If the Superintendent of Schools affirms the decisions of the principal and the attorneys, the publication may not be distributed on campus; however, the individual or sponsors of the publication may appeal that decision to the Board of Education. Upon the filing of a written request with the Superintendent of Schools for a hearing before the Board of Education, the Board of Education shall either affirm or overrule the decision of the Superintendent of Schools.

This hearing before the Board of Education must be held at the next regularly scheduled meeting following the filing of the written request for hearing. If the Board of Education fails to meet within the required time or overrules the decision of the Superintendent of Schools, the publication may be distributed on the next working day subject to the provisions of paragraph (3). The decision of the Board of Education is the final decision of the school district.

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PROCEDURES FOR TEACHER REMOVAL OF STUDENTS

APPLICATION

The Texas Education Code provides teachers with three alternatives to maintain discipline by removing unruly or disruptive students from the classroom. Each alternative for removal of students carries different disciplinary and administrative consequences. This section sets forth the three different alternatives.

Reasons for Teacher Removal of Students

Alternative I

- A teacher may send a student to the principal's office to maintain effective discipline in the classroom as stated under Level I and II.

Disciplinary Options Under Alternative I

- If the student is removed to maintain effective discipline as stated under Alternative I, the principal is free to employ any disciplinary management technique or option authorized by the Code as determined by the level of the offense and the seriousness of the misconduct. The student removed under this provision may be returned to the teacher's class. This Alternative corresponds to Levels I, II and to the Optional Removal to an alternative Education program under Level III.

Alternative II

A teacher may remove a student from class who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

A teacher may remove a student from class whose behavior the teacher determines is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

Disciplinary Options Under Alternative II

If the student is removed by the teacher under Alternative II and the teacher has appropriately documented the reasons for the removal, the student may not be returned to the teacher's class without the teacher's consent. Subject to the review procedures outlined on the following page the disciplinary options available to the principal include:

- Placement in another appropriate classroom.
- Placement into in-school suspension.
- Dismissal from WHCS.

Review for Students Removed under Alternative II

- (a) Not later than the third class day after the day on which a student is removed under this section, the school principal shall schedule a meeting among the principal or his designee, a parent or guardian of the student, the teacher removing the student from the class, and the student.
- (b) The student may not be returned to the regular classroom over the teacher's objection pending the meeting. Pending the meeting, the principal may place the student into in-school suspension for the period of the class, in another class, or dismiss the student from WHCS.

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- APPLICATION
- (c) At the meeting, the principal shall afford all parties an opportunity to be heard, however, the conduct and control of the hearing shall be within the absolute discretion of the principal.
 - (d) Following the meeting and whether or not each requested person is in attendance after valid attempts to require the person's attendance, the principal may return the student to the class of the teacher who removed the student unless the teacher objects to the student's return. If the teacher objects, the principal shall order the placement of the student in another class, or dismiss the student from WHCS.
 - (e) The teacher may not be coerced to accept the student.
 - (f) The student may not be returned to the teacher's class without the teacher's consent unless the Placement Review Committee determines that such placement is the best or only alternative available. In the case of special education students, the Committee must consider whether the student's Individual Education Plan can be implemented outside of the removing teacher's class in determining whether return to the teacher's class is the best or only alternative available.

Placement Review Committee Under Alternative II

Each school shall have a placement review committee composed of three members. The committee will determine placement of a student when a teacher has removed the student under Alternative II and refuses to allow the return of the student to the teacher's class. The committee will make a final determination of the student's placement when a student is removed under Alternative II.

- The campus faculty shall choose two teachers to serve as members and one teacher to serve as an alternate member;
- The principal shall choose one member from the professional staff of the campus; and the teacher refusing to readmit the student may not serve on the committee.

Alternative III

- A teacher is required to remove from class and send to the principal any student who engages in Level IV misconduct.

Disciplinary Options Under Alternative III

- If the student is removed under Alternative III for engaging in Level IV misconduct, then the student may or shall be dismissed from WHCS

00093

DISCIPLINE OF SPECIAL EDUCATION STUDENTS UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT

APPLICATION

Students with disabilities are expected to exhibit appropriate conduct and may be subject to the requirements of this *Code of Student Conduct*.

A student with disabilities is one who has been determined by an Admission Review and Dismissal/Individual Education Plan (ARD/IEP) Committee as being orthopedically impaired, other health impaired, auditorily impaired, visually impaired, deaf/blind, mentally retarded, emotionally disturbed, learning disabled, speech impaired, traumatic brain injured, autistic, multiply impaired, and who, because of those impairments, needs special education and related services.

In some instances, the disabled student's ARD/IEP Committee may have developed a discipline management plan which may be followed in administering discipline in situations addressed by the discipline management plan. If the ARD/IEP Committee developed a discipline management plan for a disabled student, that plan will be contained on the ARD/IEP Supplement: Discipline Management Plan form.

In the event a discipline management plan has not been developed by the ARD/IEP committee, it may become necessary for the ARD/IEP committee to first determine whether the alleged behavior in question was related to the disabled student's disability. If the ARD/IEP committee determines there is a connection, it must also determine what action is appropriate. In the implementation of the zero tolerance policy previously discussed in this booklet, the ARD/IEP Committee must review the discipline management plan and/or determine if there is a relationship between the behavior and the disability prior to changing the student's placement.

Suspension

Disabled students may be suspended in the same manner as non-disabled students for a period not to exceed a total of three school days per occurrence so long as the total number of cumulative suspensions do not constitute a change in placement.

Procedures regarding the suspension, and the length of suspension shall be the same as those for non-disabled students, so long as the suspensions do not constitute a change in placement. All reasonable efforts must be made to notify the parent of the behavior, the suspension, and the decision.

If a response to misconduct is specified in the IEP or a Discipline Management Plan, then the actions or procedures specified in the plan may be followed without recourse to hearing procedures. If no response is specified and suspension for more than three days or dismissal is contemplated, then the ARD/IEP committee must first determine whether the alleged behavior in question was related to the disability or to an inappropriate placement. If the ARD/IEP committee determines there is a connection or that it was related to an inappropriate placement, it must also determine what action is appropriate.

Emergency Removal of a Disabled Student

The designated building administrator may remove a disabled student from a class or school for non-disciplinary health, safety, or welfare reasons for as short a period as is reasonable under the circumstances not to exceed five consecutive school days, for compelling reasons.

This removal is intended to be used in emergency situations only. Consecutive five school day emergency removals are prohibited unless the ARD/IEP Committee determines that the student poses an immediate threat to the safety of himself/herself or others, or disrupts the safety of the learning environment. If the ARD/IEP committee makes this determination it may institute a second five-day-emergency removal.

If the student is removed under those conditions, during the day, the student must be released to the student's parent, a representative of the parent, or other proper authority including, but not limited to law enforcement officers and medical personnel. The building administrator shall make reasonable efforts to notify the parent prior to removing the student. If the parent cannot be notified prior to removal, the administrator must notify the parent as soon as possible after the removal and the reasons for it.

APPLICATION

Limitation on Days of Removal of Disabled Students

When a disabled student has been suspended, and/or removed for emergency reasons for a combined total of 16 school days in any one school year, an ARD/IEP committee must be convened to review current evaluations, assessments, and IEP, unless such removal is warranted in the student's IEP. The ARD/IEP Committee must determine appropriate actions and adjustment with the goal of keeping the student in school. For example, a decision to remove a disabled child for disciplinary reasons into home-based instruction is a change in placement which can only be made by the ARD/IEP committee.

Dismissal of Disabled Student

A disabled student may be dismissed from WHCS for any acts of misconduct which would warrant dismissal of a non-disabled student. However, a disabled student may be dismissed for such conduct only if the ARD/IEP Committee determines the misconduct was not related to the student's disabling condition or an inappropriate placement.

If the ARD/IEP Committee determines that there is no behavior-disability-placement link, procedures regarding dismissal, shall be the same as those for a regular education student.

If the ARD/IEP Committee determines that the student's disruptive behavior is related to the disabling condition or inappropriate placement, the disabled student shall not be dismissed. The ARD/IEP Committee will adjust the IEP or placement as appropriate.

All decisions of the ARD/IEP Committee are appealable through the special education due process procedures. The disabled student's placement during such appeal is governed by 34 Code of Federal Regulations 300.513 which maintains the student's current educational placement during the appeal unless the parties agree otherwise.

00095

DISCIPLINE OF STUDENTS SERVED UNDER SECTION 504 OF THE REHABILITATION ACT (STUDENTS NOT ELIGIBLE UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT)

Students served under the Individuals with Disabilities Education Act (IDEA) include students who have one of 3 specific categories of disabilities and who because of their disabilities are in need of special education and related services in order to receive a free appropriate public education. Section 504 of the Rehabilitation Act of 1973 covers a broader range of individuals. A disabled student under Section 504 is defined as a student who (a) has, (b) has a record of having, or (c) is regarded as having, a physical or mental impairment which substantially limits a major life activity such as learning, self-care, walking, seeing, hearing, speaking, breathing, working, and performing manual tasks."

Discipline of Section 504 students mirrors the procedural framework involved with special education students, however, it is a separate procedure promulgated under separate laws. As with special education students, if there is a behavior plan which specifies disciplinary options or responses to student misconduct, then those options or responses should be implemented in accordance with the plan.

For more serious misconduct which may require dismissal or other exclusion that constitutes a significant change in placement, the Section 504 Committee must conduct a "manifestation determination" to determine whether the student's conduct was caused by his/her disabling condition. The Section 504 Committee is composed of a group of persons knowledgeable about the student. Such a determination should be based on current data.

If it is determined by the Section 504 Committee that the misconduct is not caused by the student's disabling condition, the student may be dismissed from school in the same manner as similarly situated non-disabled students are dismissed.

If it is determined by the Section 504 Committee that the misconduct is caused by the student's disabling condition, the student may not be dismissed. The Section 504 Committee must then determine whether the student's current educational placement is appropriate.

Pursuant to federal law, students who currently possess illegal drugs or alcohol may be held to the same standard of performance behavior to which non disabled students are held.

Rules concerning use or possession of illegal drugs and alcohol will be enforced evenly with respect to all students, both disabled and nondisabled.

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APPLICATION

Attachment 7 – Current School Budget

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APPLICATION

Salaries	\$ 811,500.00
Councilor 1 day a week 8 hours @\$50.00 (36 weeks)	\$ 14,400.00
Speech Therapist 12 hours a week @ \$49.00 an hour	\$ 12,000.00
Mortgage on Katy Bldg (\$2,513.00 a month / Estimate)	\$ 30,156.00
Chase Bank Loan Re-payment	\$ 28,500.00
Rent For Jr./Sr. High School @ \$5425.00 a month	\$ 65,100.00
Temporary Buildings @ Katy Campus (2,652.00 x 12)	\$ 31,824.00
Savings	\$ 9,600.00
City of Houston / Water Bill	\$ 900.00
City of Katy /Water Bill	\$ 1,025.00
Entex / Katy Gas Bill	\$ 350.00
Houston Lighting & Power (2 Campus')	\$ 12,000.00
Misc Reading Materials EX: Barnes & Noble	\$ 350.00
Houston Community College	\$ 4,000.00
ITT Hartford (Content & Bldg. Insurance & Worker Comp)	\$ 15,000.00
K-V Cleaning	\$ 7,000.00
Substitutes	\$ 2,500.00
ADT Security	\$ 576.00
Master Tech	\$ 325.00
Browning Ferris	\$ 3,312.00
Copier	\$ 11,000.00
Nissan Automotive	\$ 6,000.00
Office Depot	\$ 8,000.00
Home Depot	\$ 2,100.00
Best Buy	\$ 1,500.00
Postage	\$ 2,000.00
Swisher (both campus')	\$ 3,500.00
Culligan Man (Water/Katy Campus)	\$ 1,000.00
Texas Fire Technology	\$ 600.00
Air Conditioning Work (Misc Vendors)	\$ 500.00
Testing Materials	\$ 2,000.00
The College Board	\$ 285.00
Telephone	\$ 12,000.00
Phone (Long Distance)	\$ 350.00
Fidelity Leasing (rental of Phone System)	\$ 1,900.00
School Voice Mail	\$ 120.00
Ralph & Ralph (Auditors)	\$ 6,500.00
Medical Insurance (200.00 per emp. / 10 emp 150.00 per emp x 9emp.)	\$ 40,200.00
Short Term Disability Insurance (20 employees @ \$8.50 per emp.)	\$ 2,040.00
Medicare (based on \$ 800,000.00 in wages)	\$ 11,600.00
Texas Unemployment (27 Emp x \$9,000 x .0030%)	\$ 729.00

**ESTIMATED FUNDING: 240 STUDENTS @ 94% ATTENDANCE =
225 STUDENTS @ AN ESTIMATED \$5,000.00 PER STUDENT =
\$1,125,000.00**

\$ 1,174,646.00

TOTAL PAYABLES

\$ 352,842.00

TOTAL SALARIES

\$ 811,500.00

DIFFERENCE

\$ 10,304.00 *****

Approximately \$23,000.00 in Special Ed Grant for 00-01 School Year
Received \$25,650.00 for Reading Program (99-00 & 00-01 school year)

Attachment 8 – Proposed Budget

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year				\$0
Estimated Revenues:				
Local Sources	5744			\$5,000
State Sources	5829			\$1,115,600
Federal Sources	5985			\$48,650
Other Sources	5749			\$12,000
Total Estimated Revenues		\$0	\$0	\$1,181,250
Estimated Expenses:				
Payroll Costs	6100			\$900,000
Professional and Contracted Service:	6200			\$90,600
Supplies and Materials	6300			\$15,000
Other Operating Costs	6400			\$14,440
Debt Expense	6500			\$155,580
Total Estimated Expenses		\$0	\$0	\$1,175,620
Gains	7950			\$5,630
Losses	8950			\$0
Change in Net Assets		\$0	\$0	\$0
Net Assets at End of Year		\$0	\$0	\$5,630

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100			\$660,000
Professional and Contracted Service:		6200			\$39,658
Supplies and Materials		6300			\$9,900
Other Operating Costs		6400			\$9,530
Debt Expense		6500			\$102,682
Total Instruction			\$0	\$0	\$821,770
Instructional Resources and Media Services	12				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Instructional Resources and Media Services			\$0	\$0	\$0
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Curriculum and Instructional Staff Development			\$0	\$0	\$0



Charter School
For the Fiscal Year Ended August 31, _____ Year 1

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Instructional Leadership			\$0	\$0	\$0
School Leadership:	23				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total School Leadership			\$0	\$0	\$0
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$14,400
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
Total Guidance, Counseling and Evaluation Services			\$0	\$0	\$14,400

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Social Work Services			\$0	\$0	\$0
Health Services:	33				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Student Transportation			\$0	\$0	\$0

Charter School _____
 For the Fiscal Year Ended August 31, _____ Year 1

 Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Food Services			\$0	\$0	\$0
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Cocurricular/Extracurricular Activities:			\$0	\$0	\$0
General Administration:	41				
Payroll Costs		6100			\$240,000
Professional and Contracted Service:		6200			\$20,429
Supplies and Materials		6300			\$5,100
Other Operating Costs		6400			\$4,909
Debt Expense		6500			\$52,897
Total General Administration			\$0	\$0	\$323,335

Charter School _____
 For the Fiscal Year Ended August 31, _____ Year 1

 Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:	51				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$14,912
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Plant Maintenance and Operations			\$0	\$0	\$14,912
Security and Monitoring Services:	52				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$1,200
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Security and Monitoring Services:			\$0	\$0	\$1,200
Data Processing Services:	53				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Data Processing Services			\$0	\$0	\$0

Charter School _____
 For the Fiscal Year Ended August 31, _____ Year 1

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Community Services			\$0	\$0	\$0
Fund Raising:	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
Total Fund Raising			\$0	\$0	\$0

Attachment 9 – Profit & Loss Statements

10/30/00

APPLICATION

WEST HOUSTON SCHOOL
Profit and Loss
September 1999 through August 2000

60100

	<u>Sep '99 - Aug '00</u>
Ordinary Income/Expense	
Income	
5744.00 · GIFTS & BEQUESTS	5,046.00
5749.00 · OTHER REVENUES - LOCAL SOURCES	16,914.26
5760.00 · Lost Textbooks	60.24
5829.00 · TEA - STATE PROGRAM REVENUE	1,162,565.00
5971.00 · PTAO	0.00
5975.00 · Alamal School	6,000.00
5985.00 · Public Charter School Grant	9,026.00
5986.00 · 99-00 TX Charter School Grant	34,000.00
5987.00 · '99 - '00 Special Ed TEA Grant	22,971.00
Total Income	<u>1,256,582.50</u>
Net Ordinary Income	<u>1,256,582.50</u>
Net Income	<u><u>1,256,582.50</u></u>

WEST HOUSTON SCHOOL
Profit and Loss
 September 1999 through August 2000

	<u>Sep '99 - Aug '00</u>
6340.00 · Telephone	11,942.40
6399.00 · GENERAL SUPPLIES	17,787.94
6429.00 · INSURANCE & BONDING COSTS	10,429.45
6499.00 · MISCELLANEOUS OPERATING COSTS	10,382.50
6513.00 · LONG TERM DEBT PRINCIPAL	42,090.31
6523.00 · INTEREST ON DEBT	14,073.03
6629.00 · Building Purchase, Construction	336.14
6630.00 · Printing and Reproduction	601.66
6639.00 · FURNITURE & EQUIPMENT	8,749.70
6680.00 · Fund Raisers	2,684.87
6695.00 · 5985.00 TEA \$30,000.00	13,178.94
6696.00 · 99-00 TIFF Grant	10,278.64
6697.00 · 5981.00 TIFF 01/98	35,270.39
6698.00 · 5986.00 Start up Grant/Offset	15,356.88
6999 · Uncategorized Expenses	0.00
7000.00 · Late Charges	711.23
8087.00 · Offset to 5987.00	22,971.00
Total Expense	<u>1,131,406.44</u>
Net Ordinary Income	<u>125,176.06</u>
Net Income	<u>125,176.06</u>

WEST HOUSTON SCHOOL
Profit and Loss
 September 1999 through August 2000

	Sep '99 - Aug '00
Ordinary Income/Expense	
Income	
5744.00 · GIFTS & BEQUESTS	5,046.00
5749.00 · OTHER REVENUES - LOCAL SOURCES	16,914.26
5760.00 · Lost Textbooks	60.24
5829.00 · TEA - STATE PROGRAM REVENUE	1,162,565.00
5971.00 · PTAO	0.00
5975.00 · Alamal School	6,000.00
5985.00 · Public Charter School Grant	9,026.00
5986.00 · 99-00 TX Charter School Grant	34,000.00
5987.00 · '99 - '00 Special Ed TEA Grant	22,971.00
Total Income	1,256,582.50
Expense	
6100.00 · Bank Service Charges	512.11
6112.00 · SALARIES SUBSTITUTE TEACHERS	3,450.00
6119.00 · SALARIES - TEACHERS	710,842.65
6142.00 · GROUP HEALTH & LIFE INSURANCE	
2154.00 · Life Insurance	7,382.16
6142.00 · GROUP HEALTH & LIFE INSURANCE - ...	31,576.61
Total 6142.00 · GROUP HEALTH & LIFE INSURANCE	38,958.77
6150.00 · Payroll Taxes	-30,542.55
6180.00 · School Lunches-Reimbursed	3,301.77
6210.00 · PROFESSIONAL SERVICES	13,163.00
6239.00 · EDUCATION SERV CTR SERVS	465.12
6240.00 · CONTRACT MAINTENANCE & REPAIR	36,820.25
6245.00 · Other Supplies	1,107.98
6250.00 · Instructional Aids	
6250.01 · Instructional Aids	44.21
6250.00 · Instructional Aids - Other	249.95
Total 6250.00 · Instructional Aids	294.16
6259.00 · UTILITIES	
6260.00 · Water	2,967.14
6261.00 · Electricity	10,705.93
6262.00 · Gas	927.14
Total 6259.00 · UTILITIES	14,600.21
6269.00 · RENTALS - OPERATING LEASES	97,183.72
6290.00 · Postage	1,659.97
6299.00 · MISC. CONTRACTED SERVICES	20,860.58
6300.00 · Printing & Reproduction	2.50
6320.00 · Seminars	0.00
6321.00 · TEXTBOOKS	435.72
6329.00 · READING MATERIALS	481.81
6339.00 · TESTING MATERIALS	963.59

10/30/98

APPLICATION

WEST HOUSTON SCHOOL
Profit and Loss
 September 1998 through August 1999

00112

	Sep '98 - Aug '99
Ordinary Income/Expense	
Income	
5744.00 · GIFTS & BEQUESTS	8,515.00
5749.00 · OTHER REVENUES - LOCAL SOURCES	93,005.17
5750.00 · Returned check service charge	30.00
5760.00 · Lost Textbooks	387.71
5765.00 · UT Testing MAterials	200.00
5829.00 · TEA - STATE PROGRAM REVENUE	633,458.00
5971.00 · PTAO	320.00
5975.00 · Alamal School	5,400.00
5980.00 · BookDrive	0.00
5981.00 · 01/98 TIFF Grant	33,047.00
5985.00 · Public Charter School Grant	27,000.00
Total Income	801,362.88
Expense	
6100.00 · Bank Service Charges	
6100.01 · Returned Check Fee	51.00
6100.00 · Bank Service Charges - Other	777.90
Total 6100.00 · Bank Service Charges	828.90
6112.00 · SALARIES SUBSTITUTE TEACHERS	2,050.00
6119.00 · SALARIES - TEACHERS	490,892.59
6142.00 · GROUP HEALTH & LIFE INSURANCE	
2154.00 · Life Insurance	1,170.53
6142.00 · GROUP HEALTH & LIFE INSURANCE - ...	25,565.87
Total 6142.00 · GROUP HEALTH & LIFE INSURANCE	26,736.40
6150.00 · Payroll Taxes	-1,049.78
6170.00 · School Supplies	240.54
6180.00 · School Lunches-Reimbursed	4,053.02
6210.00 · PROFESSIONAL SERVICES	23,348.50
6240.00 · CONTRACT MAINTENANCE & REPAIR	13,059.82
6245.00 · Other Supplies	1,204.28
6250.00 · Instructional Aids	656.75
6259.00 · UTILITIES	
6260.00 · Water	894.38
6261.00 · Electricity	8,257.09
Total 6259.00 · UTILITIES	9,151.47
6269.00 · RENTALS - OPERATING LEASES	89,345.52
6270.00 · Field Trips	3,365.00
6290.00 · Postage	1,469.37
6299.00 · MISC. CONTRACTED SERVICES	6,115.94
6300.00 · Printing & Reproduction	312.56
6319.00 · SUPPLIES FOR MAINTENANCE	238.65
6320.00 · Seminars	169.00

PWA

10/30/00

APPLICATION

WEST HOUSTON SCHOOL
Profit and Loss
 September 1998 through August 1999

00113

	Sep '98 - Aug '99
6321.00 · TEXTBOOKS	521.51
6329.00 · READING MATERIALS	986.35
6339.00 · TESTING MATERIALS	425.25
6340.00 · Telephone	5,971.83
6399.00 · GENERAL SUPPLIES	10,905.12
6429.00 · INSURANCE & BONDING COSTS	5,994.02
6499.00 · MISCELLANEOUS OPERATING COSTS	54,098.31
6513.00 · LONG TERM DEBT PRINCIPAL	21,000.81
6523.00 · INTEREST ON DEBT	8,150.70
6550.00 · Office Supplies	1,153.81
6600.00 · Capital Outlay-Land, Building \$	
6619.00 · Land Purchase & Improvement	7,704.00
6620.00 · Property Taxes	511.58
	8,215.58
Total 6600.00 · Capital Outlay-Land, Building \$	8,215.58
6630.00 · Printing and Reproduction	160.99
6639.00 · FURNITURE & EQUIPMENT	9,060.94
6650.00 · Challenge Grant	1,036.45
6660.00 · Federal Grant 25,000.00	1,065.00
6680.00 · Fund Raisers	1,754.18
6685.00 · PTAO.EXP	1,785.70
6695.00 · 5985.00 TEA \$30,000.00	11,045.75
6697.00 · 5981.00 TIFF 01/98	28,317.59
6999 · Uncategorized Expenses	0.00
7000.00 · Late Charges	608.45
	844,446.87
Total Expense	844,446.87
Net Ordinary Income	-43,083.99
Net Income	-43,083.99

10/30/00

APPLICATION

WEST HOUSTON SCHOOL
Profit and Loss
September 1998 through August 1999

00114

	<u>Sep '98 - Aug '99</u>
Ordinary Income/Expense	
Income	
5744.00 · GIFTS & BEQUESTS	8,515.00
5749.00 · OTHER REVENUES - LOCAL SOURCES	93,005.17
5750.00 · Returned check service charge	30.00
5760.00 · Lost Textbooks	387.71
5765.00 · UT Testing MAterials	200.00
5829.00 · TEA - STATE PROGRAM REVENUE	633,458.00
5971.00 · PTAO	320.00
5975.00 · Alamal School	5,400.00
5980.00 · BookDrive	0.00
5981.00 · 01/98 TIFF Grant	33,047.00
5985.00 · Public Charter School Grant	27,000.00
Total Income	<u>801,362.88</u>
Net Ordinary Income	<u>801,362.88</u>
Net Income	<u><u>801,362.88</u></u>

Attachment 10 – Recent Financial Audit

APPLICATION

**West Houston Charter School
Independent Auditor's Reports and
Financial Statements
August 31, 1999 and 1998**

00116

To the Board of Trustees of
West Houston Charter School

We have audited the accompanying statements of financial position of West Houston Charter School (a nonprofit organization) ("WHCS") as of August 31, 1999 and 1998, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WHCS as of August 31, 1999 and 1998 and the changes in its net assets and its cash flows for the years then ended in conformity with generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of WHCS' internal control structure and on its compliance with laws and regulations dated January 17, 2000.

Ralph and Ralph, P.C.

Houston, Texas
January 17, 2000

**West Houston Charter School
Statements of Financial Position
August 31, 1999 and 1998**

	August 31,	
	1999	1998
ASSETS		
Cash and cash equivalents	\$ 8,345	\$ 34,560
Prepaid expenses	-	5,425
Accounts receivable	1,871	-
Property and equipment at cost, net	433,568	104,291
Total Assets	\$ 443,784	\$ 144,276
 LIABILITIES AND NET ASSETS		
Accounts payable and accrued liabilities	\$ 46,222	\$ 18,747
Capital lease obligation	12,834	25,218
Deferred revenue	10,000	131,303
Notes payable	335,436	-
Total Liabilities	404,492	175,268
 NET ASSETS		
Unrestricted net assets	39,292	(30,992)
Total Liabilities and Net Assets	\$ 443,784	\$ 144,276

See notes to financial statements.

West Houston Charter School
Statements of Activities
For the Years Ended August 31, 1999 and 1998

	<u>August 31,</u>	
	<u>1999</u>	<u>1998</u>
UNRESTRICTED NET ASSETS		
Support:		
Texas Education Agency	\$ 816,008	\$ 616,196
Contributions	8,515	7,825
Federal grant	-	25,000
Other revenue	24,765	21,372
Interest income	<u>687</u>	<u>991</u>
Total Support	<u>849,975</u>	<u>671,384</u>
Expenses:		
Program services - education	622,980	498,189
Management and general	<u>156,711</u>	<u>201,309</u>
Total Expenses	<u>779,691</u>	<u>699,498</u>
Increase (decrease) in Unrestricted Net Assets	70,284	(28,114)
Net Assets at Beginning of Year	<u>(30,992)</u>	<u>(2,878)</u>
Net Assets at End of Year	<u>\$ 39,292</u>	<u>\$ (30,992)</u>

See notes to financial statements.

West Houston Charter School
Statements of Functional Expenses
For the Years Ended August 31, 1999 and 1998

	August 31,			1998
	1999			
Program	Education	General and Administration	Total	Total
Salaries and related expenses	\$ 437,078	\$ 99,624	\$ 536,702	\$ 466,868
Rent	74,244	5,076	79,320	75,245
Occupancy costs	14,155	14,778	28,933	39,789
Contracted services	246	5,870	6,116	13,216
Supplies	33,392	3,731	37,123	15,550
Uniforms	-	-	-	9,936
Computer expenses	-	-	-	9,033
Educational material and services	3,120	-	3,120	2,933
Insurance	-	5,993	5,993	6,522
Printing and reproduction	637	44	681	2,999
Professional services	18,683	7,400	26,083	20360
Field trips	4,734	-	4,734	2,367
Seminars	1,306	-	1,306	-
Interest	-	5,530	5,530	42
Miscellaneous	7,593	3,858	11,451	11,132
Office expense	-	2,907	2,907	1,222
	<u>595,188</u>	<u>154,811</u>	<u>749,999</u>	<u>677,214</u>
Depreciation and amortization	<u>27,792</u>	<u>1,900</u>	<u>29,692</u>	<u>22,284</u>
	<u>\$ 622,980</u>	<u>\$ 156,711</u>	<u>\$ 779,691</u>	<u>\$ 699,498</u>

See notes to financial statements.

**West Houston Charter School
Statements of Cash Flows
For the Years Ended August 31, 1999 and 1998**

APPLICATION

	August 31,	
	1999	1998
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 70,284	\$ (28,114)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	29,692	22,284
Increase (decrease) in:		
Accounts payable and accrued liabilities	27,475	(16,016)
Deferred revenue	(121,303)	25,167
(Increase) decrease in:		
Accounts receivable	(1,871)	-
Prepaid expenses	<u>5,425</u>	<u>(5,425)</u>
Net Cash Provided By (Used For) Operating Activities	<u>9,702</u>	<u>(2,104)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	<u>(358,969)</u>	<u>(15,601)</u>
Net Cash Provided by (Used For) Investing Activities	<u>(358,969)</u>	<u>(15,601)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Issuance of notes payable	354,300	-
Repayment of notes payable	(18,864)	-
Payments on capital lease obligation	<u>(12,384)</u>	<u>(13,756)</u>
Net Cash Used For Financing Activities	<u>323,052</u>	<u>(13,756)</u>
Net (decrease) in cash and cash equivalents	(26,215)	(31,461)
Cash and cash equivalents at August 31, 1998	<u>34,560</u>	<u>66,021</u>
Cash and cash equivalents at August 31, 1999	<u>\$ 8,345</u>	<u>\$ 34,560</u>
Supplemental data:		
Interest paid	<u>\$ 5,591</u>	<u>\$ 42</u>

See notes to financial statements.

00121

**West Houston Charter School
Notes to Financial Statements
August 31, 1999**

NOTE A – NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

West Houston Charter Alliance, Inc., d.b.a. West Houston Charter School ("WHCS") is a non-profit organization incorporated on March 25, 1996, under the laws of the state of Texas. WHCS operates a public school for grades 7 through 12 in Houston, and Katy, Texas, and is a participant in the Charter School Program of the Texas Education Agency. The Charter School Program offers an alternative to the traditional public school setting for students from in and around the Houston area. The primary source of funding comes from the Texas Education Agency, and there are no tuition costs to the students. The initial contact with the Texas Education Agency is for a period of five years ending July 31, 2001.

Basis of Accounting

WHCS prepares its financial statements in accordance with generally accepted accounting principles, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Basis of Presentation

In accordance with SFAS No. 117, Financial Statements of Not-Profit Organizations, WHCS reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. WHCS has no temporarily or permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles includes the use of estimates that affect the financial statements. Accordingly, actual results could differ from those estimates.

Property and Equipment, and Depreciation

Acquisitions of buildings, furniture, equipment and leasehold improvements in excess of \$500 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, furniture, equipment and leasehold improvements are stated at cost less accumulated depreciation. Depreciation is provided by use of the straight-line method over the estimated useful lives of between 5 and 10 years for furniture and equipment, 30 years for buildings and an amortization period of the remaining term of the lease for leasehold improvements.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Income Taxes

WHCS is a non-profit organization exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). In addition, WHCS qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and highly liquid investments with maturity dates of three months or less.

Official Budget

Prior to the beginning of each school year and expenditures of TEA funds, the Board of Trustees adopts an official budget based on the anticipated enrollment data and other factors.

NOTE B – PROPERTY AND EQUIPMENT

Buildings and land	\$ 342,478
Furniture	33,747
Computer and Office Equipment	61,867
Leasehold Improvements	<u>68,207</u>
	506,299
Accumulated depreciation and amortization	<u>(72,731)</u>
	<u>\$ 433,568</u>

In 1999, WHCS completed the construction of a new school in Katy, Texas. The cost of the land and school of \$342,478 includes \$4,579 in capitalized interest. The building was first occupied in August, 1999, therefore no depreciation has been recorded for the current year.

NOTE C – CAPITAL LEASE OBLIGATION

In July of 1996, the WHCS entered into a capital lease arrangement to purchase 23 computers (at a total value of \$55,021) for use in the classrooms and for administrative purposes. As of August 31, 1999, the total remaining payments under this arrangement are as follows:

<u>Year</u>	<u>Total Payments</u>
2000	<u>\$ 12,834</u>

NOTE D – DEFERRED REVENUE

For the years ended August 31, 1998, WHCS received over funding in the amount of \$10,000, which was due to differences in anticipated and actual enrollment reported to the TEA. This over-funding will be repaid to the TEA over the twelve-month period beginning September 1999.

NOTE E – COMMITMENTS AND CONTINGENCIES

The WHCS has entered into various operating leases for facilities and office equipment. For the years ended August 31, 1999 and 1998, rental expenses paid was \$79,320 and \$75,245, respectively. The total remaining annual operating lease payments under these various lease arrangements are as follows:

<u>Year</u>	<u>Total Payments</u>
2000	\$ 95,024
2001	80,832
2002	10,593
2003	<u>6,210</u>
	<u>\$ 192,659</u>

NOTE F – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the program and various activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated between the program and supporting services benefited.

NOTE G – DEFINED BENEFIT PENSION PLAN

Plan Description. HCS contributes to the Teacher Retirement System of Texas (TRS), a cost sharing multiple employer defined benefit pension plan. TRS administers retirement and disability annuities, and death and survivor benefits to employees and beneficiaries of employees of the public school systems of Texas. It operates primarily under the provisions of the Texas Constitution, Article XVI, Sec. 67, and Texas Government Code, Title 8, Subtitle C. TRS also administers proportional retirement benefits and service credit transfer under Texas Government Code, Title 8, Chapters 803 and 805, respectively. TRS issues a publicly available financial report that includes financial statements and required supplementary information for the defined benefit pension plan. That report may be obtained by writing the TRS Communications Department, 1000 Red River Street, Austin Texas 78701, by calling the TRS Communications Department at 1-800-233-8778, or by downloading the report from the TRS Internet website, www.trs.state.tx.us, under the TRS Publications heading.

Funding Policy. State law provides for the fiscal year 1999 a state contribution rate of 6.0% and a member contribution rate of 6.4%. Contribution requirements are not actuarially determined but are legally established each biennium pursuant to the following state funding policy: (1) The state constitution requires the legislature to establish a member contribution rate not less than 6.0% of the members annual compensation and a state contribution rate of not less than 6.0% and not more than 10% of the aggregate annual compensation of all members of the system during that fiscal year; (2) A state statute prohibits benefit improvements or contribution reductions if, as a result of the particular action, the time required to amortize TRS' unfunded actuarial liabilities would be increased to a period that exceeds 31 years, or if the amortization period already exceeds 31 years, the period would be increased by such action. State contributions to TRS made on behalf of employees for the years ended August 31, 1999 and 1998 were \$33,049 and \$26,446.

NOTE H – NOTES PAYABLE

Notes payable consist of the following:

	Payable at August 31, 1999
Chase Bank, Finanacial Foundation for Charter Schools, original amount of \$75,000 at 5%, payable in 34 monthly installments of \$2,375 beginning 12/15/98 and secured by the revenue of the TEA Charter contract	\$ 56,136
Katy Bank, original amount of \$259,300 at 9%, payable in 60 monthly installments of \$2,333, beginning 12/15/99, with a baloon payment of \$230,621 on 11/15/05, secured by interest in the Katy school building	259,300
Katy Bank, original amount of \$20,000 at 9%, payable in 60 monthly installments of \$180, beginning 12/15/99, with a baloon payment of \$17,788 on 11/15/05, secured by interest in the Katy school building	20,000
	<u>\$ 335,436</u>

The following is the maturities of the above notes payable:

<u>August 31:</u>	<u>Amount</u>
2000	\$ 30,111
2001	33,203
2002	8,448
2003	6,697
2004	7,321
2005	<u>249,656</u>
	<u>\$ 335,436</u>

**REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL
REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Trustees of
West Houston Charter School

We have audited the financial statements of West Houston Charter School ("WHCS") (a nonprofit organization), as of and for the years ended August 31, 1999 and 1998, and have issued our report thereon dated January 17, 2000. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether WHCS' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control over Financial Reporting

In planning and performing our audit, we considered WHCS' internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level, the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

This report is intended for the information of the audit committee, management, and the Texas Education Agency. However, this report is a matter of public record and its distribution is not limited.

Ralph and Ralph, P.C.
Houston, Texas
January 17, 2000

APPLICATION

Attachment 11 – Leases

00128



MODIFICATION AND EXTENSION AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This MODIFICATION AND EXTENSION AGREEMENT ("Agreement") is executed this 15 day of November, 1999, but effective as of the 15th day of November, 1999, by and between WEST HOUSTON CHARTER ALLIANCE, INC., a Delaware non-profit corporation ("Borrower"), whose address for notice hereunder is 1433 Fern Drive, Houston, Texas 77079, and KATY BANK, N.A. ("Lender") with banking quarters at P.O. Box 5969, Katy, Texas 77491;

WITNESSETH:

WHEREAS, Lender loaned to Borrower, and Borrower borrowed from Lender \$20,000.00 ("Loan") such Loan being evidenced, in part, by the following instruments:

(a) Promissory Note ("Note") dated August 6, 1999, executed by Borrower, payable to the order of Lender, in the original principal amount of \$20,000.00, upon which there remains unpaid a principal balance of \$20,000.00, and upon which interest has been paid to November 15, 1999;

(b) Construction Deed of Trust and Security Agreement ("Deed of Trust") of even date with the Note, executed by Borrower in favor of Greg Murray, Trustee, and Lender, as "Beneficiary," and being recorded under Clerk's File No. T902950 in the Official Public Records of Real Property of Harris County, Texas, covering the property described as 3.536 acres of land, more or less, out of the H. & T. C. R.R. Company Survey, Section Forty-four (44), Abstract 1348, Harris County, Texas, being out of and a part of Katy Outlot Seven (7) as shown on a map recorded in Volume 141, Page 428, Deed Records of Harris County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

(c) Assignment of Rents and Leases (the "Assignment of Rents") of even date with the Note executed by Borrower to Lender covering the Property recorded under Clerk's File No. T902951 in the Official Public Records of Real Property of Harris County, Texas;

(d) Security Agreement (the "Security Agreement") of even date with the Note executed by Borrower, as debtor, to Lender, as secured party, covering all of Maker's personal property; and

(e) Guaranty Agreements (the "Guaranty Agreements") of even date with the Note executed by Joy Guercio, Robert Guercio, and Diana Hooten ("Guarantors");

WHEREAS, the Note, the Deed of Trust, the Assignment of Rents, the Security Agreement, the Guaranty Agreements, and each and every other document and instrument executed by Borrower or Guarantors for the benefit of Lender in connection with the Loan (collectively, "Loan Documents") are incorporated by this reference for all purposes to the same extent as if set out in this Agreement; and

WHEREAS, Borrower and Lender desire to modify the Loan Documents.

NOW, THEREFORE, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

and in further consideration of the terms, covenants and agreements contained in the Loan Documents and this Agreement;

(1) Modification of Note. The Note is modified and amended as follows:

The unpaid balance of \$20,000.00 due on the Note is due and payable in installments and as herein provided, together with interest thereon from and after November 15, 1999, until maturity at the rate of nine percent (9.0%) per annum, payable as it accrues on the maturity date of each of the hereinafter mentioned installments, on the then unpaid principal amount hereof. All sums paid hereon shall apply first to the satisfaction of accrued interest and the balance to the unpaid principal. All payments of interest will be computed on the per annum basis of a year of 365 days and for the actual number of days elapsed.

The unpaid balance due on the Note is due and payable in sixty (60) installments, the first fifty-nine (59) of which being in the amount of One Hundred Eighty and No/100 Dollars (\$180.00), including accrued interest each, and the sixtieth (60th) and final installment being in the amount of the balance of principal and accrued interest then due hereon. The first such installment is due and payable December 15, 1999, and the remaining installments are due and payable in consecutive order on the same day of each and every succeeding calendar month thereafter until all sums called for hereunder have been paid in full.

All other terms and provisions of the Note, except as expressly modified and extended herein, remain the same.

(2) Modification of Liability. All references to the Note in the Deed of Trust and in all of the other Loan Documents are amended to refer to the Note as amended and modified by this Agreement.

(3) Reaffirmation of Liability. Borrower reaffirms to Lender each of the representations, warranties, covenants and agreements in the Loan Documents, with the same force and effect as if each were separately stated in this Agreement and made as of the date of this Agreement. Borrower ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents, as modified by this Agreement, represent the valid, binding and enforceable obligations of Borrower. Borrower acknowledges that there are no existing claims, defenses (personal or otherwise), or rights of setoff whatsoever with respect to any of the Loan Documents. Borrower acknowledges and represents that no event has occurred and no condition exists which would constitute a default under any of the Loan Documents, or this Agreement, either with or without notice or lapse of time, or both. This Agreement and all of the Loan Documents are in full force and effect so that nothing in this Agreement may be construed as modifying any of the Loan Documents, other than as specifically and expressly modified by this Agreement.

(4) No Release of Borrower. This Agreement modifies the Loan Documents, and in no way releases or relinquishes the liens, security interests and rights ("Liens") securing payment of the Note, including, without limitation, the Liens created by the Deed of Trust. The Liens are renewed, extended, ratified and confirmed by Borrower in all respects, except to the extent that the Liens have previously been released of record by Lender.

(5) Borrower's Business Plan. Borrower has relied and is relying upon Borrower's expertise and business plan in all matters in connection with the Property, the Loan Documents and this Agreement. Borrower has not relied and is not relying on Lender's expertise or business acumen in any matter in connection with the Property, the Loan Documents or this Agreement. The relationship between Borrower and Lender is solely that of borrower and lender, and Lender has no fiduciary or other special relationship

with Borrower. No term or condition of the Loan Documents or this Agreement shall be construed so as to deem the relationship between Borrower and Lender to be other than that of borrower and lender.

(6) Release of Lender. Borrower releases, acquits and forever discharges Lender, Lender's agents, servants and employees and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which Borrower has now or might have in the future, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the Property, the Loan Documents, or from any transaction or matter in connection with the Loan Documents, or the Property, it being intended to release all claims of any kind or nature that Borrower might have against those hereby released whether asserted or not.

(7) Further Assurances. Borrower agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary in the opinion of Lender or Lender's counsel to carry out the provisions of this Agreement.

(8) Entire Agreement. This Agreement sets forth the entire agreement of Lender and Borrower with respect to the subject matter of this Agreement. There are no oral conditions, representations or agreements affecting this Agreement. No extension or variation in the covenants to be performed under this Agreement or in the terms of this Agreement and no release or satisfaction of this Agreement will be binding on any party unless the same is in writing and signed by the party or an authorized officer of any corporate party. Notwithstanding anything to the contrary in this Agreement or implied by this Agreement or in any other instrument executed by Borrower or Lender or in any other action or conduct undertaken by Borrower or by Lender on or before the date of this Agreement, the agreements, covenants and provisions contained in this Agreement constitute the only evidence of Lender's consent to modify the terms and provisions of the Loan Documents in the manner set forth in this Agreement. Accordingly, no express or implied consent to any further modifications of the Loan or the Loan Documents, whether any such modifications involve any of the matters contained in this Agreement or otherwise, may be inferred or implied from Lender's execution of this Agreement unless evidenced by an express written agreement executed by Lender. Further, Lender's execution of this Agreement is not a waiver (either express or implied) of the requirement that any further modification of the Loan or any of the Loan Documents requires the express written approval of Lender, no such approval (either express or implied) having been given as of the date of this Agreement.

(9) Borrower's Signature. The undersigned individual signing for and on behalf of Borrower represents and warrants that he or she is duly authorized and empowered to execute this Agreement; that he or she has read this Agreement and fully understands this Agreement to be a compromise, settlement and release of all claims, known or unknown, present or future, which Borrower has or may have against the parties released, arising out of the matters described; that he or she is of legal age and legally competent to execute this Agreement, and that he or she does so of his or her own free will and accord, without threat or duress, and without reliance on any representation of any kind or character not expressly set forth in this Agreement.

(10) Survival. All representations, warranties, covenants and agreements of Lender and Borrower made in this Agreement survive the execution and delivery of this Agreement, until such time as all of the obligations of the signatories to this Agreement have lapsed in accordance with their respective terms or have been discharged in full.

(11) Legal Fees and Expenses. All reasonable costs and expenses incurred by Lender as a result of or in connection with the negotiation, preparation, performance and enforcement of this Agreement and

all transactions pursuant to this Agreement will be paid by Borrower, including, without limitation, Lender's attorneys fees and expenses.

(12) Parties Bound. This Agreement is binding on and inures to the benefit of Lender, Borrower, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(13) Governing Law. This Agreement is executed, delivered and performable in Houston, Harris County, Texas, and is to be construed under and in accordance with the laws of the State of Texas and federal law.

(14) Conflicts. In the event of any conflict between any of the terms and provisions of the Note or any of the other Loan Documents and the terms and provisions of this Agreement, the terms and provisions of this Agreement control.

(15) Executed Counterparts. This Agreement may be executed in two or more counterparts, and it is not necessary that the signatures of all parties to this Agreement be contained on any one counterpart of this Agreement. Each counterpart of this Agreement is an original, all of which together constitute one and the same instrument.

(16) Guarantors' Consent. Each Guarantor, whether one or more, (a) consents and agrees to the terms and provisions of the foregoing Agreement; (b) agrees that Guarantors' guaranty of the Loan, as evidenced by Guarantors' Guaranty Agreement remains in full force and effect securing payment of the Loan, as renewed, rearranged, extended, amended and modified by the foregoing Agreement; (c) agrees that Guarantors' Guaranty Agreement is Guarantors' valid, binding and enforceable obligation; and (d) reaffirms each representation, warranty, covenant, agreement and obligation contained in or arising under Guarantors' Guaranty Agreement and the other Loan Documents as if each were separately stated herein and made as of the date hereof.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the dates of the acknowledgements set forth below, to be effective for all purposes, however, as of the effective date if any, stated above.

BORROWER:

WEST HOUSTON CHARTER ALLIANCE, INC.,
a Delaware non-profit corporation

By: 
Joy Guercio, President

GUARANTORS:

Joy Guercio
JOY GUERCIO

Robert A Guercio
ROBERT GUERCIO

Diana Hooten
DIANA HOOTEN

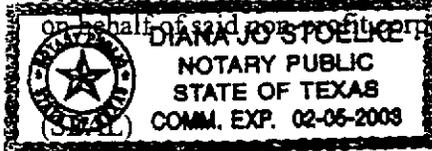
LENDER:

KATY BANK, N.A.

By: [Signature]
Name: REBECCA BLACKMON
Title: SR VP

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ___ day of November, 1999, by Joy Guercio, President of WEST HOUSTON CHARTER ALLIANCE, INC., a Delaware non-profit corporation, for and on behalf of said non-profit corporation.



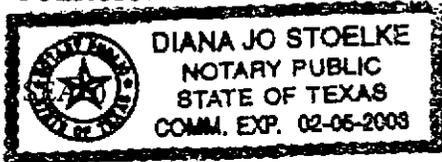
[Signature]
Notary Public, State of Texas
Printed Name of Notary Public

My Commission Expires:
2.5.2003

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

APPLICATION

This instrument was acknowledged before me on the 15 day of November, 1999, by JOY GUERCIO.



Diana Jo Stoelke
Notary Public, State of Texas

My Commission Expires:
2-5-2003

Printed Name of Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15 day of November, 1999, by ROBERT GUER...



Diana Jo Stoelke
Notary Public, State of Texas

My Commission Expires:
2-5-2003

Printed Name of Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15 day of November, 1999, by DIANA HOOTEN



Diana Jo Stoelke
Notary Public, State of Texas

My Commission Expires:
2-5-2003

Printed Name of Notary Public

EXHIBIT A

A Field Note Description of 3.526 Acre Tract of Land out of Quarter #7, out of the Gertrude Hegar Zorn Tract (Vol. 4430, Pg. 198; Dead Records), in the Town of Katy, J.W. McCutcheon Survey, Abstract #1348, H. & T.C. Railroad Company Survey, Section #44, Harris County, Texas.

Begin at a pinched pipe found at the intersection of the West line of Avenue A and the North line of Eleventh Street; said point marking the Southeast corner of and Place of Beginning for this Tract;

THENCE, South $89^{\circ} 06' 20''$ West, along the North line of said Eleventh Street, 326.42 feet to a point being the Southwest corner of this Tract;

THENCE, North $0^{\circ} 29' 30''$ West, along the East line of Avenue B, 471.0 feet to a point being the Northwest corner of this Tract;

THENCE, North $89^{\circ} 06' 20''$ East, along the South line of Twelfth Street, 327.58 feet to a point marking the Northeast corner of this Tract;

THENCE, South $0^{\circ} 21'$ East, along the West line of said Avenue A, 471.01 feet to the Place of Beginning and containing 3.526 Acres

\$20,000.00

Katy, Texas

August 6, 1999

WEST HOUSTON CHARTER ALLIANCE, INC., a Delaware non-profit corporation ("Maker", whether one or more), jointly and severally, For Value Received, promises and agrees to pay on or before December 4, 1999 unto the order of KATY BANK, N.A. (which together with its successors and assigns and any subsequent owners and holders of this note is called "Payee") at its banking quarters in Katy, Texas, or at such other address as Payee may specify in writing from time to time, the principal sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), or so much thereof as may be advanced pursuant to a letter loan agreement of even date herewith (hereinafter called "Construction Loan Agreement") between Maker and Payee together with interest thereon from and after the date of each advance under the Construction Loan Agreement until maturity at a varying rate per annum which is two percent (2.0%) per annum (hereinafter called the "Margin Percentage"), above the Prime Rate (hereinafter defined) published in the Southwest Edition of The Wall Street Journal from time to time (but in no event to exceed the Maximum Rate, hereinafter defined), with adjustments in such varying rate to be made on the same date as any change in the Prime Rate and adjustments due to changes in the Maximum Rate to be made on the effective date of any change in the Maximum Rate. All payments of interest will be computed on the per annum basis of a year of 365 days and for the actual number of days elapsed.

FOR THE purposes of this note, "Prime Rate" means that variable rate of interest per annum published in the Southwest Edition of The Wall Street Journal from time to time as the "prime rate". This rate is a composite or the highest of any range of rates set by financial institutions selected by the Wall Street Journal. These financial institutions set their respective "prime rates" as a general reference rate of interest, taking into account such factors as they may deem appropriate, it being understood that many of their commercial or other loans are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that they and Payee may make various commercial or other loans at rates of interest having no relationship to such rate. If for any reason the Prime Rate, as defined above, ceases to exist or to be readily available, then Payee may replace and substitute the Prime Rate and the Margin Percentage, as defined above, with a different index and margin percentage that historically has yielded or that Payee believes prospectively will yield an interest rate on this note comparable to the Prime Rate plus the Margin Percentage, as defined above.

NOTWITHSTANDING the foregoing, if at any time the sum of the Margin Percentage plus the Prime Rate exceeds the Maximum Rate, the rate of interest accruing on this note will be limited to the Maximum Rate, but any subsequent reductions in the Prime Rate will not reduce the rate of interest accruing on this note below the Maximum Rate until the total amount of interest accrued on this note equals the amount of interest that would have accrued if a varying rate per annum equal to the sum of the Margin Percentage plus the Prime Rate had at all times been in effect.

IF AT maturity or final payment of this note the total amount of interest paid or accrued under the foregoing provisions is less than the total amount of interest that would have accrued if a varying rate per annum equal to the sum of the Margin Percentage plus the Prime Rate had at all times been in effect, then Maker agrees to pay to Payee an amount equal to the difference between (a) the lesser of (i) the amount of interest that would have accrued on this note if the Maximum Rate had at all times been in effect or (ii) the amount of interest that would have accrued if a varying rate per annum equal to the sum of the Margin Percentage plus the Prime Rate had at all times been in effect, and (b) the amount of interest accrued in accordance with the other provisions of this note.

ACCRUED INTEREST is due and payable May 4, 1999 and on the same day of each and every consecutive calendar month thereafter and at maturity; provided, however, that if the principal of this note is prepaid in whole or in part, at any time after the date of this note, all accrued and unpaid interest with respect to such principal amount prepaid is due and payable on the date of such prepayment.

MAKER may prepay the principal of this note, in whole or in part, at any time without penalty or premium. Accrued and unpaid interest with respect to any principal amount prepaid is due and payable on the date of such prepayment. All amounts of principal so prepaid and received by Payee will be applied to the last maturing installments of this note in their inverse order of maturity.

ALL SUMS payable or to be payable under this note must be paid in lawful money of the United States of America that, at the time of payment, is legal tender for the payment of public and private debts. All sums paid on this note will be applied first to accrued and unpaid interest and the balance, if any, to unpaid principal. Whenever any payment to be made under this note is stated to be due on a Saturday, Sunday or legal holiday for commercial banks under applicable law, then such payment is due and may be made on the next succeeding business day, and such extension of time will be included in the computation of payment of interest under this note. In the event payments under this note are required to be made on the 29th, 30th, or 31st day of the month,

\$20,000.00

Katy, Texas

August 6, 1999

arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to payoff quote or other statement of the balance owing, prepayment, default, demand for payment, or acceleration of the maturity of any obligation), will the interest contracted for, charged or received under this note or otherwise, exceed the Maximum Rate. If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Rate, any such construction is subject to the provisions of this paragraph and such document is automatically reformed and the interest payable is automatically reduced to the Maximum Rate, without the necessity of execution of any amendment or new document. If Payee ever receives anything of value that is characterized as interest under applicable law and that would apart from this provision be in excess of the Maximum Rate, then an amount equal to the amount that would have been excessive interest will, without penalty, be applied to the reduction of the principal amount owing on the indebtedness evidenced by this note in the inverse order of its maturity and not to the payment of interest, or, at the option of Payee, be refunded to Maker or the other payor thereof if and to the extent of such amount that would have been excessive exceeds such unpaid principal. The right to accelerate maturity of this note or any other indebtedness does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and Payee does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Payee will, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest or amount of such indebtedness does not exceed the maximum permitted by applicable law.

NOTWITHSTANDING any term or provision of this note to the contrary, Maker confirms to Payee that neither Maker nor its legal counsel, if any, is aware that this note, or the transaction in connection with which this note was issued, is or may be usurious in any respect. To induce Payee to make the loan evidenced by this note, Maker agrees with and covenants to Payee that if at any time Maker believes or discovers that any term or provision of this note or any action taken by Payee in connection with this note is or may be in violation of the usury laws or any other applicable law, Maker will immediately give notice to Payee specifying with particularity the nature and extent of any such potential violation of the usury laws or any other applicable law, and afford to Payee a reasonable period (of not less than 60 days) within which to cure same. Maker agrees with and covenants to Payee that in no instance will Maker make any claim, bring any suit, prosecute or otherwise assert any cause of action, claim, counterclaim, or defense in respect of any violation of the usury laws or any other applicable law, unless, as a condition precedent thereto, Maker has given to Payee such notice and afforded to Payee such opportunity to cure as provided in this paragraph.

THIS NOTE binds and inures to the benefit of Maker and Payee and their respective heirs, legal representatives, successors and assigns; provided, however, that Maker may not assign this note or any loan funds, or assign or delegate any of its rights or obligations, without the prior written consent of Payee in each instance.

THIS NOTE is issued pursuant to the Construction Loan Agreement and is entitled to the benefits and security afforded by (i) Construction Deed of Trust and Security Agreement of even date herewith executed by Maker to Greg Murray, Trustee, for the benefit of Payee covering 3.536 acres of land, more or less, out of the H. & T. C. R.R. Company Survey, Section Forty-four (44), Abstract 1348, Harris County, Texas, being out of and a part of Katy Outlot Seven (7) as shown on a map recorded in Volume 141, Page 428, Deed Records of Harris County, Texas (the "Premises"); (ii) Assignment of Rents and Leases of even date herewith executed by Maker to Payee covering the Premises; (iii) Security Agreement of even date herewith executed by Maker, as debtor, to Payee, as secured party, covering all of Maker's personal property; and (iv) Guaranty Agreements of even date herewith executed by Joy Guercio, Robert Guercio, and Diana Hooten.

WEST HOUSTON CHARTER ALLIANCE,
INC., a Delaware non-profit corporation

By: Joy Guercio
Joy Guercio, President

\$20,000.00

Katy, Texas

August 6, 1999

APPLICATION

at that time or at any subsequent time, or nullify any prior exercise of any such right, power or remedy, or (ii) constitute a waiver of the requirement of punctual payment and performance, or a novation in any respect.

IF MORE than one person or entity executes this note as Maker, all of said parties are jointly and severally liable for payment of the indebtedness evidenced by this note. Maker and each other liable party (i) waives demand, presentment for payment, notice of dishonor, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of intent to foreclose, notice of acceleration and all other notices (except only for any notices that are specifically required by this note or any other Loan Document), filing of suit and diligence in collection of this note or enforcing any of the security for this note; (ii) agrees to any substitution, subordination, exchange, release or impairment of any security or the release of any party primarily or secondarily liable on this note; (iii) agrees that Payee is not required first to institute suit or exhaust its remedies against Maker, any other liable party, or others liable or to become liable on this note or to enforce its rights against them or any security for this note; (iv) consents to any extension or postponement of time of payment of this note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect to this note, without notice thereof to any of them; and (v) submits (and waives all rights to object) to personal jurisdiction in the State of Texas, and venue in Harris County, Texas, for the enforcement of any and all obligations under the Loan Documents. Maker agrees to provide, or cause to be provided, forthwith to Payee, all information requested by Payee concerning or relating to any security for this note and the financial status of Maker and any other liable party.

IF PAYEE retains an attorney in connection with any default or at maturity or to collect, enforce or defend this note or any other Loan Document in any lawsuit or in any probate, reorganization, bankruptcy or other proceeding, including a garnishment that affects Maker, any other liable party or any collateral described in or secured by the Loan Documents, or if Maker sues Payee in connection with this note or any other Loan Document and does not prevail, then Maker agrees to pay to Payee, in addition to principal and interest, all reasonable costs and expenses incurred by Payee in trying to collect this note or in any such suit or proceeding, including reasonable attorney's fees.

MAKER and each other liable party acknowledges and agrees that Payee may, at any time, without the consent of or notice to Maker or any other liable party assign, sell, transfer or grant participations in all or part of the obligations of Maker evidenced by this note, together with any liens or collateral securing the payment of this note. Payee may disseminate to any assignee, purchaser, transferee or participant or prospective assignee, purchaser, transferee or participant any information that Payee has pertaining to the loan evidenced by this note, including without limitation, any information regarding Maker, any other liable party, or any property owned or held by Maker or any other liable party or offered as security for or securing the loan evidenced by this note.

THIS NOTE and the other Loan Documents set forth the entire agreement of the parties. There are no oral conditions, representations, inducements, agreements or commitments affecting this note, the other Loan Documents, and other loans or advances that Payee has made or may make to Maker. Payee has made no oral commitments or agreements to advance monies or make additional loans to Maker. No extension or variation in the terms of payment of this note, and no release of personal liability and/or collateral securing this note, and no satisfaction of this note in whole or in part in exchange for collateral or otherwise, is binding on Payee unless the same is in writing signed by an authorized officer of Payee. Maker is signing this note and the other Loan Documents of Maker's own free will and accord, without threat or duress, and without reliance on any statement, inducement, agreement, or representation of any kind or nature whatsoever that is not expressly set out in this note and the other Loan Documents. Maker has relied and is relying upon Maker's own expertise, analysis, and plan in all matters in connection with this note and the underlying transaction. Maker has not relied and is not relying on Payee's expertise or business acumen in any manner in connection with this note or the underlying transaction.

MAKER and each other liable party grants to Payee a first lien and security interest on all deposits and other sums at any time credited by or due from Payee to Maker or any other liable party, as collateral security for the payment of this note. Payee, at its option, may at any time, without notice and without any liability, retain all or any part of any such deposits or other sums until all sums owing on this note have been paid in full and/or apply or set off all or any part of any such deposits or other sums credited by or due from Payee to or against any sums due on this note in any manner and in any order of preference that Payee, in its sole discretion, chooses.

PAYEE, Maker and all other liable parties intend to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Payee, Maker and all other liable parties (and any other party liable with respect to any indebtedness under the Loan Documents) are limited by the provisions of this paragraph, which override and control all such agreements, whether now existing or hereafter

(Page 3 of 4 Pages)


initials

\$20,000.00

Katy, Texas

August 6, 1999

APPLICATION

the payment date for the month of February will be the last day of February. Any check, draft, negotiable order of withdrawal, money order or other instrument given in payment of all or any portion of this note may be accepted by Payee and handled in collection in the customary manner, but will not constitute payment under this note or diminish any rights of Payee except to the extent that actual cash proceeds of any instrument are unconditionally received by Payee.

ALL PAST due principal and interest will bear interest from the date due until paid at the Maximum Rate. The "Maximum Rate" means the maximum nonusurious rate of interest per annum permitted by whichever of applicable laws of the United States of America or Texas permit the higher interest rate, including to the extent permitted by applicable laws, any future amendments of such laws or any new laws coming into effect in the future to the extent a higher rate of interest is permitted by any such amendment or new law; provided, however, that if applicable laws do not provide for a maximum nonusurious rate of interest (for example, a loan secured by a first lien on residential real estate), then the Maximum Rate means twenty-four percent (24%) per annum. The Maximum Rate will be applied by taking into account all amounts characterized by applicable law as interest on the debt evidenced by this note, so that the aggregate of all interest does not exceed the maximum nonusurious amount permitted by applicable law. Alternatively, Payee may charge and collect a late fee of five percent (5%) of any scheduled installment that is more than ten (10) days past due.

IF ANY payment of principal or interest of this note is not paid when due; or if default occurs under any document, instrument or agreement executed in connection with or as security for this note (the "Loan Documents," including without limitation the agreements described in the last paragraph of this note); or if Maker or any co-maker, drawer, acceptor, endorser, guarantor, surety, accommodation party or other person now or hereafter primarily or secondarily liable upon or for payment of all or any part of this note (each hereinafter called an "other liable party") dies or becomes insolvent (however such insolvency may be evidenced); or if any proceeding, procedure or remedy supplementary to or in enforcement of judgment is resorted to or commenced against Maker or any other liable party, or with respect to any property of any of them; or if any governmental authority or any court at the instance thereof takes possession of any substantial part of the property of or assumes control over the affairs or operations of, or a receiver is appointed for or takes possession of the property of, or a writ or order of attachment or garnishment is issued or made against any of the property of Maker or any other liable party; or if any indebtedness for which Maker or any other liable party is primarily or secondarily liable is not paid when due or becomes due and payable by acceleration of maturity thereof, or if any event or condition occurs which permits the holder of any such indebtedness to declare it due and payable upon the lapse of time, giving of notice or otherwise; or if Maker or any other liable party (if other than a natural person) is dissolved, wound up, liquidated or otherwise terminated, or a party to any merger or consolidation without the written consent of Payee; or if Maker or any other liable party sells substantially all or an integral portion of its assets without the written consent of Payee; or if Maker or any other liable party fails to furnish financial or other information requested by Payee; or if Maker or any other liable party furnishes or has furnished any financial or other information or statements that are misleading in any material respect; or if Payee in good faith either believes the prospect of repayment of this note is impaired or deems itself insecure; thereupon, at the option of Payee, this note and any and all other indebtedness of Maker to Payee will become and be due and payable forthwith without demand, notice of default, notice of intent to accelerate the maturity of this note, notice of acceleration of the maturity of this note, notice of nonpayment, presentment, protest or notice of dishonor, all of which are expressly waived by Maker and each other liable party. Payee's failure to exercise this option upon any default does not waive the right to exercise it in the event of any subsequent default.

NEITHER the failure to exercise, nor delay in exercising, Payee's right to accelerate the maturity of this note or any other right, power or remedy upon any default may be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at any time. No single or partial exercise by Payee of any right, power or remedy exhausts the same or precludes any other or further exercise thereof, and every such right, power or remedy may be exercised at any time and from time to time. All remedies provided for in this note and in any other Loan Document are cumulative of each other and of any and all other remedies existing at law or in equity, and Payee is, in addition to the remedies provided in this note or in any other Loan Document, entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the indebtedness owing under this note. The resort to any remedy provided for under this note, under any other Loan Document, or provided for by law or in equity will not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Without limiting the generality of the foregoing provisions, Payee's acceptance from time to time of any payment under this note that is past due or that is less than the payment in full of all amounts due and payable at the time of such payment, will not (i) constitute a waiver of or impair or extinguish the rights of Payee to accelerate the maturity of this note or to exercise any other right, power or remedy

(Page 2 of 4 Pages)

Initials

00140

MORTGAGEE POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE
GUARANTY COMPANY

APPLICATION

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Lack of a right of access to and from the land;
4. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
5. The priority of any lien or encumbrance over the lien of the insured mortgage;
6. Lack of priority of the lien of the insured mortgage over any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens;
8. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Stewart Morris
Chairman of the Board



William S. Morris
President

Countersigned by: *[Signature]*
Authorized Signatory
Regency Title Company
Company
Houston, Texas
City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Page 1 of Policy Serial No. **M-5842-465053**

(U) Agent... force as of Date of Policy in favor of an insured... retains an estate or interest in the land, or holds an indebtedness secured by a

APPLICATION

A. Agent ID No. 430116 B. Property Type: A County: 201
C. Unpd. bal.: \$
D. Stat Code: 3000 Premium: \$2,092.00 TOTAL PREMIUM: \$2,092.00
E. Other Fees/Credits: \$

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Amount of Insurance: \$259,300.00 Mortgagee Policy No: M-5842- 465053

GF: 98-21-77152.1/jf Date of Policy: March 11, 1999 @ 2:30 p.m.

1. Name of Insured: KATY BANK, N.A., and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions and Stipulations.

2. The estate or interest in the land that is insured as encumbered by the insured mortgage is:

FEE SIMPLE

3. Title to the estate or interest in the land is insured as vested in:

WEST HOUSTON CHARTER ALLIANCE, INC.

4. The insured mortgage and assignments thereof, if any, are described as follows:

Deed of Trust dated March 4, 1999, executed by West Houston Charter Alliance, Inc., a Delaware non-profit corporation to Greg Murray, Trustee, securing the payment of one note of even date therewith in the sum of \$259,300.00, payable to Katy Bank, N.A., filed in the office of the County Clerk of Harris County, Texas, on March 11, 1999, under Clerk's File No. T-593770.

5. The land referred to in this policy is described as follows:

A tract of land containing 3.536 acres, more or less, out of the H. & T. C. R.R. Company Survey, Section 44, Abstract 1348, Harris County, Texas, being out of and a part of Katy Outlot Seven (7) as shown on a map recorded in Volume 141, Page 428, Deed Records of Harris County, Texas, being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein, for all purposes.

00142

EXHIBIT A

APPLICATION

A Field Note Description of 3.536 Acre Tract of Land out of Outlot #7, out of the Gertrude Hegar Zorn Tract (Vol. 4430, Pg. 198; Dead Records), in the Town of Katy, J.W. McCutcheon Survey, Abstract #1348, H. & T.C. Railroad Company Survey, Section 044, Harris County, Texas.

Begin at a pinched pipe found at the intersection of the West line of Avenue A and the North line of Eleventh Street; said point marking the Southeast corner of and Place of Beginning for this Tract;

THENCE, South $89^{\circ} 06' 20''$ West, along the North line of said Eleventh Street, 326.42 feet to a point being the Southwest corner of this Tract;

THENCE, North $0^{\circ} 29' 30''$ West, along the East line of Avenue B, 471.0 feet to a point being the Northwest corner of this Tract;

THENCE, North $89^{\circ} 06' 20''$ East, along the South line of Twelfth Street, 327.58 feet to a point marking the Northeast corner of this Tract;

THENCE, South $0^{\circ} 21'$ East, along the West line of said Avenue A, 471.01 feet to the Place of Beginning and containing 3.536 Acres

APPLICATION

GF No. 98-21-77152.1

Mortgagee Policy No: M-5842-465053

SCHEDULE B

EXCEPTIONS FROM COVERAGE

The policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. ~~The following restrictive covenants of record itemized below, but the Company insures that any such restrictive covenants have not been violated so as to affect, and that future violation thereof will not affect, the validity or priority of the mortgage hereby insured (insert specific recording data or delete this exception).~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Standby fees, taxes and assessments by any taxing authority for the year 1999 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

4. Liens and leases that affect the title to the estate or interest, but that are subordinate to the lien of the insured mortgage.

5. (Insert here all other specific exceptions as to superior liens, easements, outstanding mineral and royalty interests, etc.)

6. An undefined pipe line right of way granted to Texas-New Mexico Pipe Line Company, a corporation of Delaware, in instrument recorded in Volume 1357, Page 730, Deed Records of Harris County, Texas, said right of way being to lay, operate and maintain two pipe lines, the first easement being defined in instrument recorded in Volume 2715, Page 733, Deed Records of Harris County, Texas, and described by metes and bounds therein.

7. An easement twenty feet wide for public alleyways, water and sewer lines and other public utilities, granted to the City of Katy, Texas, in instrument recorded in Volume 3236, Page 657, Deed Records of Harris County, Texas, the centerline of said easement being described in said instrument.

8. Any and all easements, rights-of-way, encroachments, conflicts or matters of a similar nature, the existence of which would be reflected by a current and accurate survey of subject property.

9. A 1/2 interest in and to all oil, gas and other minerals in, on or that may be produced from the herein described property as reserved in instrument filed in the office of the County Clerk of Harris County, Texas, under Clerk's File No. E-069938. (Title to said interest checked no further)

10. Terms, conditions and stipulations of that certain oil, gas and mineral lease filed under Clerk's File No. D-461237, Harris County, Texas. (Title to said interest checked no further)

11. Terms, conditions and stipulations of that certain oil, gas and mineral lease filed under Clerk's File No. J-198830, Harris County, Texas. (Title to said interest checked no further)

12. Terms, conditions and stipulations of that certain oil, gas and mineral lease filed under Clerk's File No. J-208399, Harris County, Texas. (Title to said interest checked no further)

13. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been filed with the County Clerk of Harris County, Texas, prior to the date hereof.

APPLICATION

GF No. 98-21-77152.1

Mortgagee Policy No: M-5842-465053

14. Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

15. Section 13 of the Conditions and Stipulations (Arbitration Provision) of this policy is hereby deleted.



AUTHORIZED COUNTERSIGNATURE

REGENCY TITLE COMPANY
20214 Braidwood, Suite 170
Katy, Texas 77450
(281) 492-1381

Legal -

0.505

the

APPLICATION

LEASE INDENTURE

THIS INDENTURE, made this 1st day of July, 1996 between Larry H. Clark (hereinafter called "Lessor"), and West Houston Charter Schools, a Texas Chartered Public School having its principal place of business in Houston, Texas (hereinafter called "Lessee").

Now, Therefore, it is agreed in consideration of the mutual covenants and promises hereinafter recited:

WITNESSETH:

1. PREMISES: Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, has leased and rented, and by these presents does lease and rent unto Lessee, and Lessee hereby agrees to lease and take upon the terms and conditions hereinafter set forth the building and property located at 14333 Fern Drive, Houston, Texas 77079, to be used in the operation of a Texas Chartered Public School known as West Houston Charter School more particularly described in Exhibit "A" attached hereto and made apart hereto.

2. BASE RENT: During the first five (5) years of this lease, Lessee agrees to pay Lessor, beginning on the first day of the month after possession of the premises is delivered to Lessee, an annual rental of \$65,103.00 each lease year payable monthly at the rate of \$5,425.25. Lessee agrees to pay Lessor upon delivery of possession rent at the rate set forth above from the date of delivery of possession through the last day of the month in which such possession is delivered.

3. TERM: The term of this lease shall commence on the date possession is delivered to Lessee as hereinafter provided in this paragraph and the termination date shall be five (5) full years from the first date rental is paid to lessor pursuant to Paragraph 2 above.

4. REPAIRS BY LESSOR: Lessor shall not be required to make repairs of any kind. Notwithstanding the forgoing and provided that any such repair is not necessitated by Lessee's negligence or failure to maintain and repair as set forth in Paragraph 5, Lessee's obligation to repair the air conditioning/heating system or the roof shall not exceed \$200 per occurrence. Before commencing any such repair to the air conditioning/heating system or roof, Lessee shall obtain Lessor's written consent.

5. MAINTENANCE AND REPAIR: Other than as provided in Paragraph 4, Lessee agrees to keep and maintain the building and all other improvements on the leased premises, in as good a state of repair



APPLICATION

as the same are turned over to it, and in a clean, safe and sanitary condition, and agrees to make all necessary repairs and perform routine maintenance to the interior, exterior and structural of said building and other improvements during the term of this Lease. Lessee shall pay and hold Lessor free and harmless from bills or assessments for light, heat, water, gas, sewer, rentals or charges, and any other expenses arising out of or incidental to the occupancy of said leased premises. Lessee agrees to repair and restore all improvements on the demised premises following any damage to or loss or destruction, of the premises or any part thereof from any cause whatsoever, at Lessee's expense, and without cost to Lessor, except as provided in Paragraphs 8 and 15 hereof.

6. LESSEE'S IMPROVEMENTS: Lessee, during the full term of this lease, shall have the right, at any time, and from time to time, at its own and sole expense and liability to place or install on the leased premises such improvements which it shall desire, all of which shall be and remain, from the time of construction or installation, the property of Lessor, without payment or offset. Lessee shall first obtain written prior approval if any such improvements shall involve structural changes in the existing improvements or external appearance changes, including signs at the commencement or during the term of this lease. No such installation or construction shall violate any lawful rule or regulation, plat or zoning restriction or other law, ordinance or regulation applicable thereto, and shall be done and performed in a good and workmanlike manner. All costs of any such improvements shall be paid by Lessee and Lessee shall allow no liens for labor or materials to attach to the leased premises by virtue thereof.

7. INSURANCE: After the term of this Lease has commenced, the Lessee agrees to provide and keep in force policies of Comprehensive General Liability and property damage insurance with limits of not less than \$1,000,000 and \$300,000 respectively for injury or death in any one accident or occurrence including property damage. All policies required by this paragraph shall insure both the Lessor and Lessee and be carried in such companies and upon such forms as both parties hereto from time to time approve.

No policies shall be subject to cancellation or material modification except after ten days written notice to Lessor. Certificates of insurance shall be filed with Lessor not less than 30 days prior to the date of which such insurance would otherwise expire.

8. DAMAGE OR DESTRUCTION OF PREMISES: If the premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, the Lessor shall have the option of either terminating this lease as of the date of such destruction and rental accounted for as of that date, or restore the premises within 6 months of said destruction to substantially the same condition as before destruction out of the insurance proceeds. Said option shall be exercised within 30 days from the date of destruction.

If the premises are partially destroyed by storm, fire, lightning, earthquake or other casualty, Lessor shall restore premises to substantially the same condition as before the damage as speedily as practicable, but within 6 months. If the damage is so extensive that the same cannot be reasonably repaired and restored within 6 months from the date of casualty or if the estimated cost of restoration exceeds insurance proceeds received as a result of such damage, then Lessor may either restore the premises, or notify the Lessee of its intent to cancel this Lease by giving written notice to the Lessee within 30 days from the date of such casualty. Upon receipt of such notice of intent to cancel, the Lessee may within 60 days of the date of destruction, notify Lessor of its intent to restore and rebuild to substantially the same condition as before destruction. Lessee shall pay the amounts required to restore and rebuild from its own funds.

9. NO ABATEMENT: The Lessee's obligations to pay rent and to perform all of the other covenants and agreements which Lessee is bound to perform under the terms of this lease shall not terminate, abate or be diminished during any period that the premises or any part thereof are untenable, regardless of the cause of such untenability, except as provided in Paragraphs 8 and 15.

10. COMPLIANCE WITH LAWS: Lessee in the use and occupancy of the leased premises, and in the prosecution and conduct of its business and activities, shall at its own cost and expense secure and maintain all necessary licenses and permits required for the conduct of its business, and shall at all times comply with all laws and ordinances and all lawful rules and regulations issued by legally constituted authority.

11. WASTE; USE; NO LIENS: Lessee agrees not to do nor suffer any waste to the leased premises, nor cause, suffer or permit any liens to attach to or to exist against the leased premises by reason of its failure to perform any act required of it hereunder and Lessee shall not permit the premises to be used for any illegal purpose.

12. LESSOR'S PERFORMANCE OF LESSEE'S DUTIES: If Lessee should default in the performance of any covenant on its part to be performed by virtue of any provision of this lease, Lessor may, after any notice and expiration of any period with respect thereto as required pursuant to the applicable provisions of this lease, perform the same for the account of Lessee, and Lessee hereby authorizes Lessor to come upon the premises and while on the leased premises to do anything necessary to accomplish the correction of such default. If Lessor, at any time, is compelled to pay or elects to pay any sum of money by reason of the failure of Lessee, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this lease, to comply with any provision of this lease, or if Lessor is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor with all interest costs and damages, shall

be deemed to be additional rental hereunder, and shall together with interest thereon at the rate of 10% per annum be due from Lessee to Lessor on the first day of the month following the incurring of such respective expense.

13. COVENANT OF PEACEFUL POSSESSION: Upon performance of all the conditions, covenants and agreements herein contained on the part of the Lessee, Lessor shall provide Lessee with quiet and peaceful possession of the leased premises during the full term hereof, without hinderance or molestation from anyone claiming rights or interest therein through or against the Lessor.

14. SUBLETTING AND ASSIGNMENT: Lessee may not sublease any portion of the leased premises to anyone without Lessor's prior written approval.

15. CONDEMNATION: In the event of the leased premises, or such portion thereof as will make premises unusable for the operation of a Chartered Public School for 120 or more children be condemned) by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease, at the option of Lessee on thirty days written notice, from the time when possession thereof is taken by said public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee, or both, to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights to any award made to the other by any condemnation authority.

16. LESSOR INDEMNIFIED: The Lessee agrees to indemnify and save harmless the Lessor against and from any and all claims by and on behalf of any persons, firms or corporations, arising from the conduct or management of, from any work or thing whatsoever done in or about the premises during the term of this lease, and will further indemnify and save the Lessor harmless against and from any and all claims arising during the term of this lease from any condition of the premises, or any street, curb or sidewalk adjoining the premises, or of any passageway or spaces therein or appurtenant thereto, or arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this lease, or from any act or negligence of the Lessee, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this lease, in or about the premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessee upon notice from the Lessor covenants to resist or defend such action or proceeding by counsel reasonably

17. INSPECTION OF PREMISES: Lessee agrees to permit Lessor and its agents to come upon and inspect the premises at all reasonable times, and to come upon the premises if necessary to perform any act which Lessee has failed to perform, as provided in Paragraph 12 hereof.

18. DEFAULT: If one or more of the following events (herein called "defaults") shall happen and be continuing, namely:

a.) Default shall be made in the punctual payment of any rent herein agreed to be paid and such default shall continue for a period of 10 days after written notice is given by Lessor to Lessee of such default;

b.) Lessee makes an assignment for the benefit of creditors;

c.) Lessee files a petition in bankruptcy or prays for any relief under the Federal Bankruptcy Law or makes an assignment for the benefit of creditors;

d.) An attachment or execution is levied upon the Lessee's property in or interest under this lease, which is not satisfied or released on the enforcement thereof stayed or superseded by an appropriate proceeding within 30 days thereafter;

e.) An involuntary petition in bankruptcy or for reorganization or arrangement under the Federal Bankruptcy Law is filed against Lessee and such involuntary petition is not withdrawn, dismissed, stayed or discharged with 60 days of the filing thereof;

f.) A Receiver or Trustee is appointed for the property of Lessee or Lessee's business or assets and the order or decree appointing such Receiver or Trustee shall have remained in force undischarged or unstayed for 30 days after the entry of such order or decree;

g.) Lessee shall abandon the leased premises or shall fail to perform or observe any other covenant, agreement or condition to be performed or kept by the Lessee under the terms and provisions of this lease, and such failure shall continue for 30 days after written notice thereof has been given to Lessee by Lessor;

Then and in any such event Lessor shall have the right, at the option of the Lessor, then or at any time thereafter while such default or defaults shall continue, to elect either (1) Cure such default(s) at its own expense and without prejudice to any other remedies which it might otherwise have, any payments made or expenses incurred by Lessor in curing such default with interest thereon at 10% per annum to be and become additional rent to be paid by Lessee with the next installation of rent falling due or (2) reenter the leased premises without notice and dispossess Lessee and anyone claiming under Lessee by summary proceedings or otherwise, and remove their effects, and take complete possession of the leased premises.

19. CONDITION OF PREMISES ON TERMINATION: Upon termination, of this lease, for any reason, Lessee covenants and agrees to remove all personal property, including fixtures and equipment installed by Lessee upon the premises, and shall leave the premises in good and clean condition and as at the commencement of this lease, normal and reasonable wear and tear and usage excepted.

20. SUCCESSORS AND ASSIGNS: The obligations and responsibilities shall be binding upon, and the rights and benefits shall inure to the successors and assigns of the parties hereto; but the liabilities of any successor to the interest of the Lessor hereunder shall be limited to the performance of those obligations which arise and accrue during the period of ownership of the leased premises by any such successor.

21. NOTICES: Any notices or inquiries regarding this lease shall be delivered to Lessor at 15903 Redwood Place Dr. Houston, Texas 77079 and to Lessee at 14333 Fern Houston, Texas 77079 or to such other address as the parties may designate in writing. Notice may be given by registered or certified mail, return receipt requested, and in such event the date of service shall be the date on which notice is deposited in a United States Post Office properly stamped and addressed.

22. NO ORAL AGREEMENTS: It is expressly agreed between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth, and no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the authorized officers of the necessary parties or party.

23. NO WAIVER BY LESSOR: The failure of Lessor or Lessee to insist, in one or more instances, upon the strict performance by Lessor or Lessee of any of the provisions of this Lease shall not be construed as a waiver of any future breach of such provisions. Receipt by Lessor of rent with knowledge of the breach of any provision hereof shall not be deemed a waiver or such breach.

24. NET LEASE INTENDED: It is the intention of the parties that Lessor shall receive cash rental specified in Paragraph 2 hereof as net rental, free from all taxes, charges, expenses, damages and deductions of every description. Under no conditions shall the Lessor be required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth.

25. DEFINITION: "Lessor" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Lessee" shall include second party, its successors and representatives. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may be appropriate for the particular parties.

26. LESSOR'S CONSENT: In all matters referred to in this Lease where Lessor's consent or approval is required, Lessor agrees that he will not unreasonably withhold his consent or approval.

27. TITLE OF LESSOR: Lessor expressly covenants and agrees that he is the owner of the fee simple title to the leased premises. Lessor further covenants that Lessee, upon paying the monthly

APPLICATION

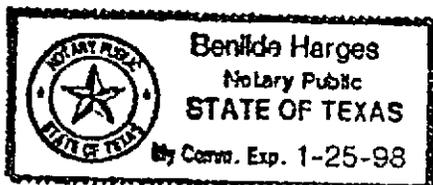
LESSOR'S INDIVIDUAL ACKNOWLEDGEMENT:

STATE OF TEXAS

COUNTY OF HARRIS

I, BENILDE HARGES, a Notary Public in and for said State and County, hereby certify that Larry H. Clark, whose name is signed to the forgoing instrument, and who are known to me, and being duly sworn, acknowledged before me on this date, that, being informed on the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1ST day of May, 1996.



Notary Public Benilde Harges

My commission Expires: _____

APPLICATION

rental and observing and performing all other terms and conditions contained in this Lease, shall have quiet and peaceful possession of the premises for the full term.

28. APPLICABLE LAWS: This Lease shall be construed pursuant to the laws of the State of Texas. The venue of any cause of action accruing under this Lease Indenture shall be in Houston, Harris County, Texas.

29. HEADINGS: The headings used in this Lease are for convenience only and shall not have any bearing or meaning with respect to the content or context of this instrument.

30. HOLDING OVER: If Lessee remains in possession of the premises after expiration of the term hereof, with Lessor's acquiesce and without any express agreement of the parties, Lessee shall be a tenant at will at the then rental and there shall be no renewal by operation of this Lease or by law.

31. RIGHTS ARE CUMULATIVE: All rights, powers and privileges conferred hereunder upon the parties shall be cumulative, but not restricted to those given by law.

IN WITNESS WHEREOF, the Lessor has set his hand and seal, and the Lessee has caused this instrument to be duly executed by its proper officers and its corporate seal to be affixed as of the day and year first above written.

LESSOR:


LARRY H. CLARK

LESSEE:

WEST HOUSTON CHARTER SCHOOL

ATTEST:

By: _____

By: 

Its _____



APPLICATION

LESSEE'S CORPORATE ACKNOWLEDGEMENT:

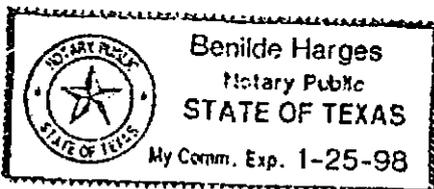
STATE OF TEXAS

COUNTY OF HARRIS

BENILDE HARGES

I, _____ a Notary Public in and for said State and County hereby certify that Joy Hosten GUERRA and _____ whose names as LESSEE and _____ respectively of West Houston Charter School are signed to the forgoing instrument and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument, they as such officers, and with full authority executed the same voluntarily, for and as the act of said organization.

Given under my hand and seal this 1ST day of May, 1996



Notary Public

Benilde Harges

My Commission Expires _____

APPLICATION

Attachment 12 – Certified Attendance Record

00156

C. A. R. INSTRUCTIONS

The C.A.R. (Certified Attendance Record) is an official school document required by TEA (Teacher Education Agency). Therefore, it must be treated seriously and recorded as accurately as possible.

1. On the first day of school, place an "E" (for enrolled) in the appropriate space for every student actually present in your class. There might be some students not present the very first day, but **DO NOT** mark them absent. They cannot be marked absent until they have enrolled! (Whenever a new student enrolls, mark an "E" in the space for that particular day, no matter if it is the second, third, etc. week of school.)
2. After the first day of enrollment, mark an "A" (for absent) for students not in school. Besides an "E" or an "A", there should not be any other marks in any day's space.
3. NO "T" for tardiness should be on this role. Put those in your grade book.
4. Cross through any mistakes and add your initials in the space. There should be no erasures. Write in pen. (TEA really frowns on any corrections, so try to be accurate.)
5. Roll should be taken at 10:30 AM, a few minutes after third period has begun. Then send your CAR folder to the front office.
6. To take roll, CALL EACH STUDENT BY NAME. Do not rely on your memory or ask other students, "Who is absent?" For the first few weeks, count your students to see if they match the number on your CAR list. Please notify me (via a note in the folder) if there are any discrepancies.
7. Religious Holidays or field trips are not an absence. I will try to let you know beforehand if anyone is to be out. So, if you are taking students on a field trip, you must give me a pre-approved list of those students several days in advance so I will have enough time to properly notify all teachers. This is very important, so plan ahead. Also, let me know if any student is going to be absent, (going out-of-town, funerals, court dates, etc.).
8. Sign your initials each day at the bottom of the page. If all are present, add "100%". Or you can write in the # present.

If you have any questions, please ask Elaine Turner. Thank you.

WEST HOUSTON CHARTER SCHOOL

14333 Fern Drive
Houston, Texas 77079

Phone: 281-497-7420

APPLICATION
Fax: 281-497-4775

CERTIFIED ATTENDANCE RECORD

DATE: day, date

ENROLLED	TEACHER	ABSENT (STUDENT NAME)	100% or # ABSENT	# TODAY
14	Aquino			
18	Fuentez			
11	Hodges			
04	Hughes			
03	Jimenez			
10	Sims			
05	Turner			
11	Wolgammott			
TOTAL 76				
104	KCAC			
25	MEGA			
14	TX ICE			
09 (48)	TX STAR			

Total Enrolled=228

Total Absent=

Total Present=

CARDAILYORIG.DOC 10-00

 00158

WEST HOUSTON CHARTER SCHOOL

CERTIFIED ATTENDANCE RECORD

APPLICATION

WEEK OF Oct. 30 - Nov. 3, 2000

#	LAST NAME	FIRST NAME	3RD TEACHER	MON	TUES	WED	THURS	FRI
				30	31	1	2	3
1			Texas Ice					
2			Texas Ice					
3			Texas Ice					
4			Texas Ice					
5			Texas Ice					
6			Texas Ice					
7			Texas Ice					
8			Texas Ice					
9			Texas Ice					
10			Texas Ice					
11			Texas Ice					
12			Texas Ice					
13			Texas Ice					
14			Texas Ice					
	Page 15		# Present					
			Teacher's Initials					
	TX ICE FAX	281-486-9121	WHCS Fax 281-497-4775					



WEST HOUSTON JUNIOR/SENIOR HIGH SCHOOL
 CERTIFIED ATTENDANCE RECORD

APPLICATION

WEEK OF Oct 23-27, 2000

			23	24	25	26	27	
	LAST NAME	FIRST NAME	3RD TEACHER	MON	TUE	WED	THUR	FRI
1			Sims					
2			Sims					
3			Sims					
4			Sims					A
5			Sims	A	A			
6			Sims					
7			Sims			A		
8			Sims					
9			Sims					4
10			Sims					
	Page 11		# Present	9/10	9/10	9/10	10/10	3/10
			Teacher's Initials	MS	MS	MS	MS	MS



00160

WEST HOUSTON CHARTER SCHOOL

14333 Fern Drive
Houston, Texas 77079

APPLICATION

Phone: 281-497-7420

Fax: 281-497-4775

CERTIFIED ATTENDANCE RECORD

DATE: Thursday, October 26, 2000

ENROLLED	TEACHER	ABSENT (STUDENT NAME)	100% or # ABSENT	# TODAY
14	Aquino	[REDACTED]	01	13
18	Fuentez	[REDACTED]	01	17
11	Hodges		100%	11
04	Hughes		100%	04
03	Jimenez		100%	03
10	Sims		100%	10
05	Turner			
11	Wolgamott		100%	11
TOTAL 76			02	74
104	KCAC	[REDACTED]	01	103
25	MEGA	[REDACTED]	100%	25
14	TX ICE	[REDACTED]	01	13
09 (48)	TX STAR	[REDACTED]	01	08

Total Enrolled=228

Total Absent=5

Total Present=223

Attachment 13 – IRS Tax Return

APPLICATION

00162



Application for Extension of Time To File Certain Excise, Income, Information, and Other Returns

APPLICATION

OMB No. 1545-0148

Department of the Treasury
Internal Revenue Service

▶ File a separate application for each return.

Please type or print. File the original and one copy by the due date for filing your return. See instructions on back.

Name

West Houston Charter Alliance, Inc.

Employer identification number

76: 0495959

Number, street, and room or suite no. (or P.O. box no. if mail is not delivered to street address)

14333 Fern

City, town or post office, state, and ZIP code. For a foreign address, see instructions.

Houston, Texas 77079

Note: Corporate income tax return filers must use Form 7004 to request an extension of time to file. Partnerships, REMICs, and trusts must use Form 8736 to request an extension of time to file Form 1065, 1066, or 1041.

1 I request an extension of time until March 15, 2000, to file (check only one):

- | | | | |
|--|---|---|------------------------------------|
| <input type="checkbox"/> Form 706-GS(D) | <input type="checkbox"/> Form 990-T (sec. 401(a) or 408(a) trust) | <input type="checkbox"/> Form 1120-ND (sec. 4951 taxes) | <input type="checkbox"/> Form 8612 |
| <input type="checkbox"/> Form 706-GS(T) | <input type="checkbox"/> Form 990-T (trust other than above) | <input type="checkbox"/> Form 3520-A | <input type="checkbox"/> Form 8613 |
| <input checked="" type="checkbox"/> Form 990 or 990-EZ | <input type="checkbox"/> Form 1041 (estate) (see instructions) | <input type="checkbox"/> Form 4720 | <input type="checkbox"/> Form 8725 |
| <input type="checkbox"/> Form 990-BL | <input type="checkbox"/> Form 1041-A | <input type="checkbox"/> Form 5227 | <input type="checkbox"/> Form 8804 |
| <input type="checkbox"/> Form 990-PF | <input type="checkbox"/> Form 1042 | <input type="checkbox"/> Form 6069 | <input type="checkbox"/> Form 8831 |

If the organization does not have an office or place of business in the United States, check this box.

- 2a For calendar year _____, or other tax year beginning _____ and ending _____
- b If this tax year is for less than 12 months, check reason: Initial return Final return Change in accounting period
- 3 Has an extension of time to file been previously granted for this tax year? Yes No

4 State in detail why you need the extension Additional time is required to complete the annual financial statement audit and compile information to file a complete and accurate return.

- 5a If this form is for Form 706-GS(D), 706-GS(T), 990-BL, 990-PF, 990-T, 1041 (estate), 1042, 1120-ND, 4720, 6069, 8612, 8613, 8725, 8804, or 8831, enter the tentative tax, less any nonrefundable credits. See instructions. \$ _____
- b If this form is for Form 990-PF, 990-T, 1041 (estate), 1042, or 8804, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit. \$ _____
- c Balance due. Subtract line 5b from line 5a. Include your payment with this form, or deposit with FTD coupon if required. See instructions. \$ _____

Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete; and that I am authorized to prepare this form.

Signature ▶ [Signature] CPA Title ▶

Date ▶ 1/10/00

FILE ORIGINAL AND ONE COPY. The IRS will show below whether or not your application is approved and will return the copy.

Notice to Applicant—To Be Completed by the IRS

- We **HAVE** approved your application. Please attach this form to your return.
- We **HAVE NOT** approved your application. However, we have granted a 10-day grace period from the later of the date shown below or the due date of your return (including any prior extensions). This grace period is considered to be a valid extension of time for elections otherwise required to be made on a timely return. Please attach this form to your return.
- We **HAVE NOT** approved your application. After considering the reasons stated in item 4, we cannot grant your request for an extension of time to file. We are not granting the 10-day grace period.
- We cannot consider your application because it was filed after the due date of the return for which an extension was requested.
- Other: _____

Director

By: _____

Date

If you want a copy of this form to be returned to an address other than that shown above, please enter the address to which the copy should be sent.

Please Type or Print

Name

RALPH & RALPH, P.C.

Number, street, and room or suite no. (or P.O. box no. if mail is not delivered to street address)

ONE GREENWAY PLAZA, #320

City, town or post office, state, and ZIP code. For a foreign address, see instructions.

HOUSTON, TX 77046

990 FORM

PAGE 165 - 178 = 14 PAGES

UNDER SECTION 6103 & 6104 OF U.S. CODE
TITLE 26

14 PAGES HAVE BEEN WITHHELD

Attachment 14 – Non-Profit Status

APPLICATION



00179

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

APPLICATION

Date: OCT 22 1996

WEST HOUSTON CHARTER ALLIANCE INC
12852 WESTLEIGH
HOUSTON, TX 77077

Employer Identification Number:
76-0495959
Case Number:
756208028
Contact Person:
ANNETTE SMITH
Contact Telephone Number:
(214) 767-6023
Accounting Period Ending:
August 31
Form 990 Required:
Yes
Addendum Applies:
N/A

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2,

Letter 947 (DO/CG)

00180

WEST HOUSTON CHARTER ALLIANCE INC

on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter, we have not determined the effect of such financing on your tax exempt status.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

WEST HOUSTON CHARTER ALLIANCE INC

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

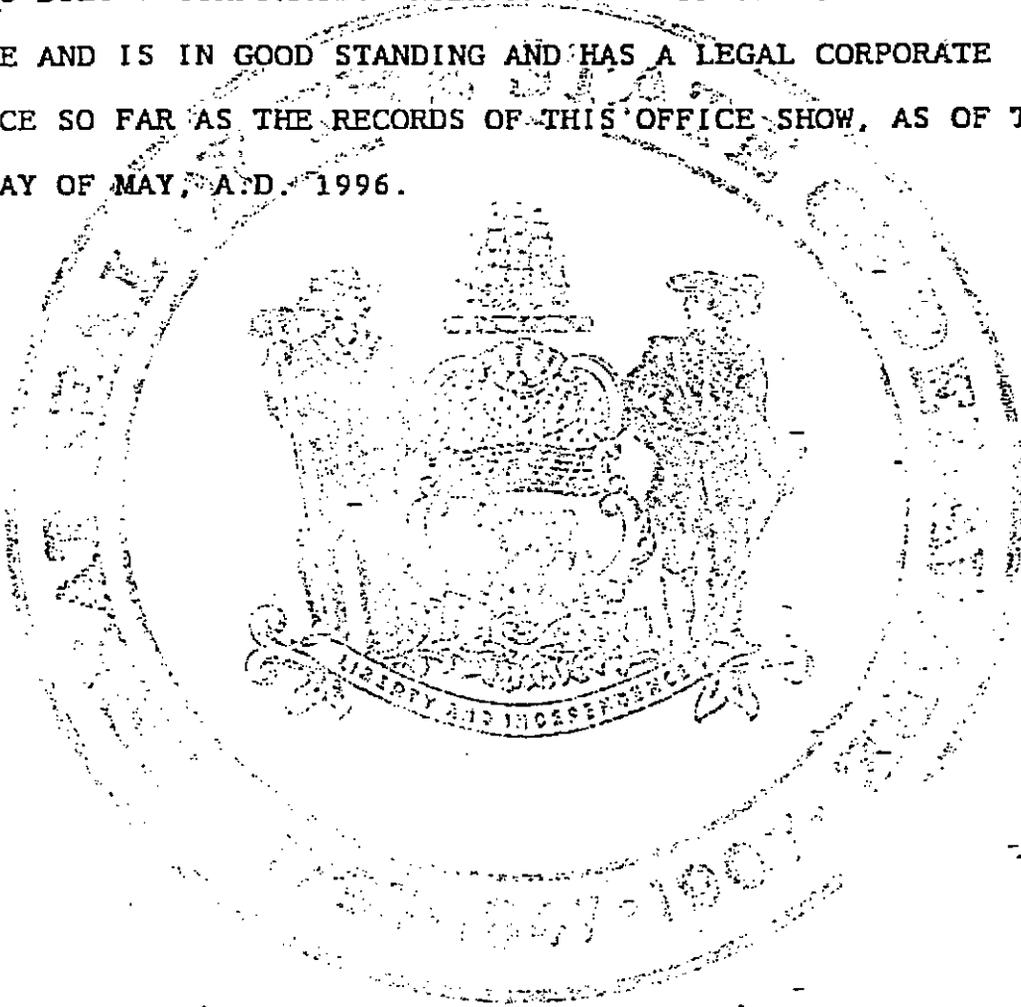


Bobby E. Scott
District Director

Office of the Secretary of State

APPLICATION

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WEST HOUSTON CHARTER ALLIANCE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF MAY, A.D. 1996.



Edward J. Freel

Edward J. Freel, Secretary of State

2572007 8300

AUTHENTICATION: 7939441

960131696

DATE: 05-09-96

00183

APPLICATION

CERTIFICATE OF INCORPORATION
OF

West Houston Charter Alliance, Inc.
A NON-STOCK NON-PROFIT CORPORATION

FIRST: The name of this corporation is West Houston Charter Alliance, Inc.

SECOND: Its registered office in the State of Delaware to be located at Three Christina Centre, 201 N. Walnut Street, Wilmington DE 19801, New Castle County. The registered agent in charge thereof is The Company Corporation, address "same as above".

THIRD: The nature of the business and, the objects and purposes proposed to be transacted, promoted and carried on, are to do any or all the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

This is a non-stock, non-profit corporation. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

Said corporation is organized exclusively for charitable, religious, education, and scientific purposes, including, for purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any future United States Internal Revenue Law), to wit:

FOURTH: The corporation shall not have any capital stock and the conditions of membership shall be stated in the By-laws.

FIFTH: The name and mailing address of the incorporator is as follows:
Regina Cephas, Three Christina Centre, 201 N. Walnut St., Wilmington, DE 19801

SIXTH: The activities and affairs of the corporation shall be managed by a Board of Directors. The number of directors which shall constitute the whole Board shall be such as from time to time shall be fixed by, or in the manner provided in, the Bylaws, but in no case shall the number be less than one. The directors need not be members of the corporation unless so required by the Bylaws or by Statute. The Board of Directors shall be elected by the members at the annual meeting of the corporation to be held on such date as the Bylaws may provide, and shall hold office until their successors are respectively elected and qualified. The Bylaws shall specify the number of directors necessary to constitute a quorum. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees which, to the extent provided in said resolution or resolutions or in the Bylaws of the corporation, shall have and may exercise all the powers of the Board of Directors in the management of the activities and affairs of the corporation. They may further have power to authorize the seal of the corporation to be affixed to all papers which may require it; and such committee or committees shall have such name or names as may be stated in the Bylaws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors. The directors of the corporation may, if the Bylaws so provide, be classified as to term of office. The Corporation may elect such officers as the Bylaws may specify, subject to the provisions of the Statute, who shall have

titles and exercise such duties as the Bylaws may provide. The Board of Directors is expressly authorized to make, alter, or repeal the Bylaws of this corporation. This corporation may in its Bylaws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by the Statute. This is true, provided that the Board of Directors shall not exercise any power of authority conferred herein or by Statute upon the members.

SEVENTH: Meetings of members may be held without the State of Delaware, as the Bylaws so provide. The books of the corporation may be kept (subject to any provisions contained in the Statutes) outside the State of Delaware at such place or places as may be from time to time designated by the Board of Directors.

EIGHTH: No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to, its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Three hereof. No part of the activities of the corporation shall consist of carrying on of propaganda, or otherwise attempting to intervene in (including the publishing or distribution of statements) any of these articles. the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law.)

NINTH: Upon dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation in such manner, or to such organization or organizations and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such designated purposes.

TENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the Statute, and all rights conferred upon members herein are granted subject to their reservation.

ELEVENTH: Directors of the corporation shall not be liable to either the corporation or its members for monetary damages for a breach of fiduciary duties unless the breach involves: (1) a director's duty of loyalty to the corporation or its members; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) a transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a non-profit corporation pursuant to Chapter I of Title 8 of the Delaware Code, do make, file and record this Certificate and do certify that the facts herein are true; and I have accordingly hereunto set my hand.

DATED: DECEMBER 18, 1995

Regina Cephos



APPLICATION

The State of Texas

Secretary of State

JULY 3, 1996

ROBERT GUERCIO
12247 WALDEMAR
HOUSTON ,TX 77077

RE:
WEST HOUSTON CHARTER ALLIANCE, INC.
CHARTER NUMBER 00110521-07

ENCLOSED IS THE CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS, ISSUED TO THE ABOVE NAMED CORPORATION, INCORPORATED UNDER THE LAWS OF DELAWARE

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

Antonio O. Garza, Jr.
Antonio O. Garza, Jr., Secretary of State



APPLICATION

The State of Texas
Secretary of State

CERTIFICATE OF AUTHORITY
OF

WEST HOUSTON CHARTER ALLIANCE, INC.
CHARTER NUMBER 00110521

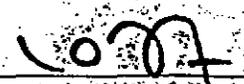
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED APPLICATION OF THE ABOVE ENTITY FOR A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE HAS BEEN RECEIVED IN THIS OFFICE AND IS FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE FROM AND AFTER THIS DATE, FOR THOSE PURPOSES SET FORTH IN THE APPLICATION, UNDER THE NAME OF

WEST HOUSTON CHARTER ALLIANCE, INC.

DATED JULY 1, 1996




Antonio O. Garza, Jr., Secretary of State

00187

APPLICATION

Attachment 15 – Biographical Affidavits

00188



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)**

Full Name of Sponsoring Entity and Name of Proposed Charter School: West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Joy Ann Guercio

2. Have you ever had your name changed? If yes, give reason for the change: Divorce and Marriage

b. Maiden Name (if female) Hooten

c. Other names used at any time Eder

3. Social Security Number: 

4. Date and Place of Birth: 8-1-57 Orlando, Florida

5. Business Address: 5168 11th Street Katy, Texas 77493
Business Telephone: 281 391-6003

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
Present	20507 Gable Ridge	Katy, Tx	77450
11-86 to 5/98	12247 Waldemar	Houston, Tx	77077

7. Education: Dates, Names, Locations and Degrees

College University of Central Florida B.A. - Education 1978

Graduate Studies Houston Baptist University M.Ed. - Education 1984

Others _____



8. List Membership in Professional Societies and Associations: West Houston Charter Alliance Inc.

9. Present or Proposed Position with the Proposed Charter School: Superintendent

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
Present	WPCS	5118 11th Street Houston	Superintendent/Teacher
1/80 to 7/96	HISD	Richmond Ave Houston	Teacher / Evaluation Specialist

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? no If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Texas Teacher Certificate (Life)

Elementary, Special Education and Educational Diagnostician

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? no If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? yes If yes, give details: Robert Alvarez (Principal of school)

Diana Norton (Business Manager)

16. Have you ever been adjudged bankrupt? no

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? no

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? no. If so, please furnish details: _____

Dated and signed this 31 day of Oct, 2000, at Baty Bank

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

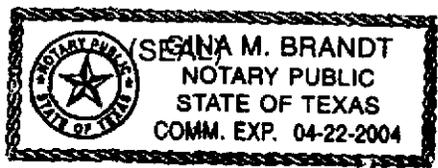
Jay Guerrero
(Signature of Affiant)

State of Texas
County of Harris

Personally appeared before me the above named Jay Guerrero personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31st day of October, 2000

Sina M. Brandt
(Notary Public)
My commission expires 4-22-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Robert Anthony Guercio

2. Have you ever had your name changed? NO If yes, give reason for the change: _____

b. Maiden Name (if female) NO

c. Other names used at any time _____

3. Social Security Number*: 

4. Date and Place of Birth: 9-18-54 - Houston, Texas

5. Business Address: 14333 Fern Houston, Texas 77079
Business Telephone: 281-497-7420

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>4-98 - Present</u>	<u>20507 Gable Ridge</u>	<u>KATY, Texas</u>	<u>77450</u>
<u>3-94 - 4-98</u>	<u>12247 Waldemar</u>	<u>HOUSTON, TX</u>	<u>77079</u>
<u>10-84 - 3-94</u>	<u>6060 Reims #2408</u>	<u>HOUSTON, TX</u>	<u>77036</u>

7. Education: Dates, Names, Locations and Degrees

College Univ. of Texas - Austin - May 1977 - B.A. -
Psychology

Graduate Studies Aug. 1979 - M.A. - University of Houston -
Clear Lake - M.A. Behavioral Science

Others _____

8. List Membership in Professional Societies and Associations: None

9. Present or Proposed Position with the Proposed Charter School: Principal

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
8-97-Present	West Houston	14333 Fern	Principal
7-99-4-97	Harris County Dept. of Education	6300 Irvington	Administrator
8-79-7-94	HOUSTON TSD	3830 Richmond	EVAL. Specialist, Program EVALUATOR, Administrator

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): October 1980 - Texas State Board of
EXAMINERS OF PSYCHOLOGISTS - License # 5991

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If yes, give details: My wife is the Superintendent. My sister-in-law is the Principal at the Elementary Campus.

16. Have you ever been adjudged bankrupt? NO

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO
If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this 31st day of October ~~2000~~, at 10:00 A.M. - West Houston School

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Affiant)

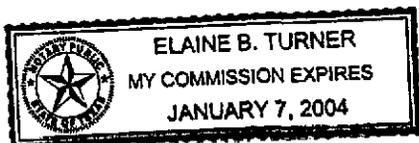
State of Texas
County of Harris

Personally appeared before me the above named Robert A. Guercio personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31st day of October, ~~20~~ 2000

Elaine B. Turner
(Notary Public)
My commission expires Jan. 7, 2004

(SEAL)



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Diana Louise Hooten

2. Have you ever had your name changed? NO If yes, give reason for the change:
Married name is Diana Tanner SSN, DL - everything
under Diana Louise Hooten

b. Maiden Name (if female) Diana Louise Hooten

c. Other names used at any time Diana Tanner (married name)

3. Social Security Number*: 

4. Date and Place of Birth: 6-20-52 Savannah, Georgia

5. Business Address: 5618 11th Street Katy, TX 77493
Business Telephone: 281-391-5003

6. List your residences for the last ten (10) years starting with your current address, giving:

DATE TO	ADDRESS	CITY AND STATE	ZIP CODE
7-98 present	21207 Ganton	KATY, TX	77450

89-98	12852 Westleigh	Houston, TX	77077
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7. Education: Dates, Names, Locations and Degrees

College ¹⁹⁷⁷ University of Central Florida - Orlando, FLA
BA - Sociology Valencia Community College AA - Orlando, FLA
Graduate Studies _____

Others American College of Law - J.O. LAW
Brea, California

8. List Membership in Professional Societies and Associations:
DELTA Tau Kappa - Social Science Fraternity
Legal Fraternity

9. Present or Proposed Position with the Proposed Charter School :
Bus.mgr, Teacher, Administrator,

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
8-96 ^{present}	West Houston Charter School		Bus.mgr, Teacher, Administrator
88 - present	Scuggers	owner of small Business - gift BASKETS	-
87-88	Continental Airlines	Reservations - Herndon, Virginia	
85-87	Attorney General of TEXAS		
84-85	Comptroller of Public Accounts	State of Texas	

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? yes If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO
 If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):

notary

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? _____ If yes, give details: no

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? yes If yes, give details: Sister - Superintendent

Brother-in-law - Secondary principal myself - elementary principal

16. Have you ever been adjudged bankrupt? yes - filed 92?

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? no

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? no. If so, please furnish details: _____

Dated and signed this 31 day of October, 2000, at Katy, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

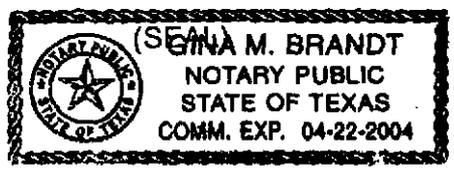
Diana L. Hooten
(Signature of Affiant)

State of Texas
County of Harris

Personally appeared before me the above named Diana Hooten personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31st day of October, 2000

Siena M. Brandt
(Notary Public)
My commission expires 4-22-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Traci Dawn Strauss
2. Have you ever had your name changed? NO If yes, give reason for the change: NONE

b. Maiden Name (if female) Suttle
c. Other names used at any time Armstrong

3. Social Security Number*: 

4. Date and Place of Birth: March 27, 1968 Pasadena, Texas

5. Business Address: 5618 11th Street Katy Texas 77493
Business Telephone: 281-391-5003

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
5-98 to now	20514 Terra Springs	Katy Texas	77449
12-94 to 5-98	4201 Fairmont Pkwy	Pasadena Texas	77504
4-93 to 12-94	16731 Selder	Friendswood Texas	77546
12-92 to 4-93	701 Yorkshire	Pasadena Texas	77503

7. Education: Dates, Names, Locations and Degrees

College Sam Houston State University Fall '86 to Dec. '90, Huntsville Texas
Bachelor of Arts in Teaching
Graduate Studies University of Houston - Clear Lake, Summer & fall 1991
no degree.
Others San Jacinto Junior College, summers 1987 + 1988, Pasadena Texas
no degree.

8. List Membership in Professional Societies and Associations: NONE currently

9. Present or Proposed Position with the Proposed Charter School : Classroom teacher
5th grade and Art , school board member

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
2-92 to 8-98	Pasadena ISD	1515 Cherrybrook	classroom teacher
8-91 to 2-92	Clear Lake Presbyterian Day School		classroom teacher
2-91 to 8-91	Clear Lake Montessori		classroom teacher

prior to 2-91 I was a full time student.

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: NONE

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO
If yes, give details: NONE

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Texas State Teaching Certificate - Fall 1990

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details: NONE

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? yes If yes, give details: I am a teacher at the charter school and receive salary for that position

16. Have you ever been adjudged bankrupt? NO

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details: NONE

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: NONE

Dated and signed this 31 day of October, 2000, at Katy Bank

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

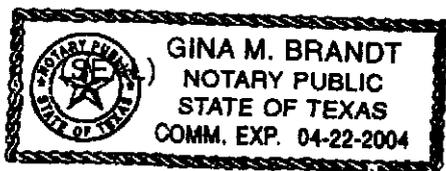
Traci D. Strauss
(Signature of Affiant)

State of Texas
County of Harris

Personally appeared before me the above named Traci Strauss personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31st day of October, 2000

Gina M. Brandt
(Notary Public)
My commission expires 4-22-04



APPLICATION

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Brenda Jefferson

2. Have you ever had your name changed? No if yes, give reason for the change: _____

b. Maiden Name (if female) SAPP
c. Other names used at any time NONE

3. Social Security Number: 

4. Date and Place of Birth: 3/18/46 Galveston, Texas

5. Business Address: 1615 Rutland Houston, Tex. 77011
Business Telephone: 713 867-5220

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1980-2000</u>	<u>12114 Manor Gate</u>	<u>Hou, TX</u>	<u>77031</u>

7. Education: Dates, Names, Locations and Degrees

College Texas Southern Univ. (1964) Houston, TX BS

Graduate Studies TEXAS Southern University Houston, TX M.Ed.

Univ. of Houston 1975 - Sp. Ed. Cert.

Others Lamar Univ. 1976/7 Ed. Diag. Cer.

APPLICATION

8. List Membership in Professional Societies and Associations: NASA, HABSE
TEDA

9. Present or Proposed Position with the Proposed Charter School: Board Member

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1968-	HISD	3830 Richmond	TEACHER
1975-1985	HISD	" "	Ed. Diag.
1985-1990	HISD	" "	Sp. Ed. Supervisor
1990-1992	HISD	" "	Ed. Diag.
1993 - Present	"	" "	MANAGER - Childs

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? No If an/ claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NA If yes, give details:

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details:

16. Have you ever been adjudged bankrupt? No

10/31/2000 10:14 4974775

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APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO
If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this 31st day of October 2000, at Houston, Harris County, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Brenda Jefferson
(Signature of Affiant)

State of Texas
County of Harris

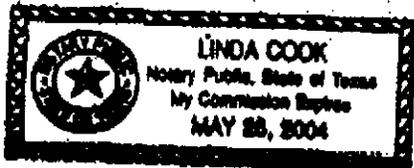
Personally appeared before me the above named Brenda Jefferson personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31 day of October, 19 2000

Linda Cook
(Notary Public)

My commission expires 5/25/01

(SEAL)



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

1. Full Name (Initials Not Acceptable): Connie Lynn McElroy

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) Connie Lynn Mitchell
c. Other names used at any time _____

3. Social Security Number*: 

4. Date and Place of Birth: 5/30/57 DeLeon Texas

5. Business Address: 16500 Westheimer Parkway
Business Telephone: 281-556-8199

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>1982-present</u>	<u>1910 Tallulah</u>	<u>Houston, TX</u>	<u>77077</u>

7. Education: Dates, Names, Locations and Degrees

College Cisco Jr College

Graduate Studies _____

Others _____

APPLICATION

8. List Membership in Professional Societies and Associations: _____

9. Present or Proposed Position with the Proposed Charter School : _____
School Board member

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1996-present	A.S.C.	116500 Westheimer Pkwy	office manager

11. Present employer may be contacted: Yes No (Circle One)
Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? no If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): _____

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? no If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? no If yes, give details: _____

16. Have you ever been adjudged bankrupt? no



APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? no

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? no. If so, please furnish details: _____

Dated and signed this 1st day of November,
18 2000, at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Connie McElroy
(Signature of Affiant)

State of Texas
County of Harris

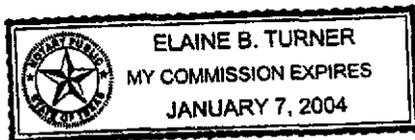
Personally appeared before me the above named Connie McElroy personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 1st day of
November, 192000

Elaine B. Turner
(Notary Public)

My commission expires Jan. 7, 2004

(SEAL)



APPLICATION

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School:
West Houston Charter Alliance - Sponsoring Entity
West Houston Charter School - School

In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWER IS "NO" OR "NONE", SO STATE.

- 1. Full Name (Initials Not Acceptable): Jenny Brewton Hrbacek
- 2. Have you ever had your name changed? yes If yes, give reason for the change: Marriage

b. Maiden Name (if female) Brewton
c Other names used at any time: Jenny Sue Brewton

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: 7-5-61 Houston, Texas

5. Home Business Address: 3014 E. Steepbank Circle, Sugar Land, TX
Business Telephone: 281-980-8767 77479

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
94 - Present	3014 E. Steepbank	Sugar Land TX	77479
89 - 94	2815 Woodchuck Dr.	Sugar Land TX	77479

7. Education: Dates, Names, Locations and Degrees

College Southwest Tx. State - (79-80) Year
~~Ho. Comm. College (80-81) Year~~, Alvin Junior College 88-90
 Graduate Studies _____
 Others RTN - Nursing



APPLICATION

8. List Membership in Professional Societies and Associations: _____

9. Present or Proposed Position with the Proposed Charter School: _____

Board of Director - Member

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
(87-93)	TX Childrens Hospital		RN - (Neo-Intensive Nursing)

11. Present employer may be contacted: Yes na No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12 a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO

If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):

Board of Nurse Examiners for the State of Texas, Registered Nurse #562999, July 2000

14 During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details: _____

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? NO If yes, give details: _____

16. Have you ever been adjudged bankrupt? NO

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO
If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO If so, please furnish details: _____

Dated and signed this 31 day of October 192000 at Sugarland, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

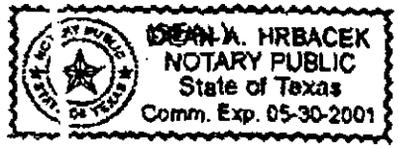
Jenny Hrbacek
(Signature of Affiant)

State of TEXAS
County of FORT BEND

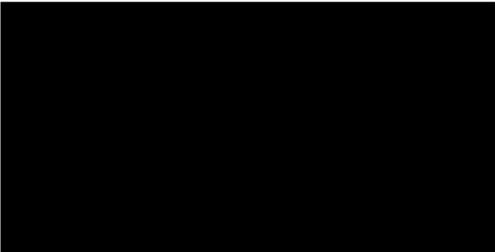
Personally appeared before me the above named JENNY HRBACEK personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 1ST day of NOVEMBER 192000

[Signature]
(Notary Public)
My commission expires _____



91 November file



APPLICATION

December 20, 2000

Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

Re: West Houston Charter School

Ladies and Gentlemen:

Our [redacted], [redacted] is [redacted] years old and is attending the [redacted] grade at the West Houston Charter School, a/k/a Katy Creative Arts. The purpose of this letter is to communicate to you the incredible learning environment this school has offered to our [redacted].

[redacted] was diagnosed at age [redacted] with [redacted]. [redacted] was in the [redacted] early intervention class at Austin Elementary School in the Lamar Consolidated Independent School District for [redacted] and then did [redacted], [redacted] and [redacted] at Huggins Elementary in the Lamar C.I.S.D. In the middle of [redacted] [redacted] was fortunate enough to have made enough progress to be main streamed and we began to phase out a number of special services that [redacted] had previously required. However, due to class size, we decided to enroll [redacted] at the West Houston Charter School for the [redacted] grade. The only way to describe [redacted] progress is that [redacted] has blossomed and has moved in a direction that we would never have discovered in a regular school curriculum. [redacted] has been selected to sing in the school "show" choir and the experience with the choir has resulted in tremendous progress with [redacted] speech delay. [redacted] has had the opportunity to take the dance classes which have been an immeasurable benefit to [redacted] gross motor skills. In short, the environment at Katy Creative Arts is nothing short of fantastic for our [redacted].

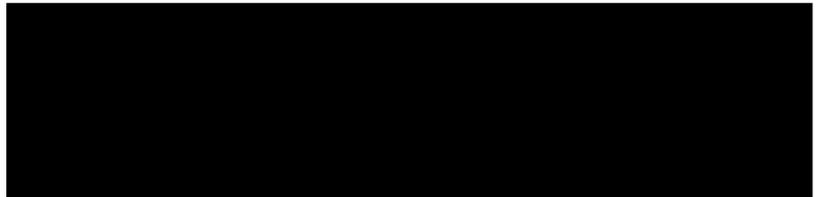
The school offers a unique environment for children such as [redacted] and we are grateful for the opportunity of having [redacted] attend the school.

From the academic perspective, we have compared [redacted] progress to that of [redacted] friends in the [redacted] and [redacted] grade at Huggins Elementary School in the Lamar C.I.S.D. We believe [redacted]'s academic progress, particularly in reading and math, exceeds that of the typical [redacted] grader in the Lamar C.I.S.D. [redacted] teacher [redacted] has provided children with an excellent learning environment and it seems to keep them challenged in all ways.

Texas Education Agency
December 20, 2000
Page 2

We respectfully request that you give favorable consideration to the renewal of the Charter for the West Houston Charter School. It is a unique educational resource and one that we hope will continue in existence.

Very truly yours,

A large black rectangular redaction box covering the signature area.


Enclosure


cc: Ms. Joy Guercio, *Superintendent*
West Houston Charter School
14333 Fern
Houston, Texas 77079

January 8, 2001

Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, TX 78701

RECEIVED
JAN 11 2001

Re: West Houston Charter School

Dear Committee and Board Members:

It is with great pleasure and enthusiasm that we are writing this letter to support the charter renewal of the aforementioned school. We endorse this renewal on the basis of several key points delineated below. However, do not let our tardiness or procrastination in sending this endorsement at the last hour diminish any impact we may have in your decision-making process.

We currently have two [redacted] attending Katy Creative Arts in the [redacted] and [redacted] grades. The [redacted] are very happy with both their academic and creative art classes. They are continually being challenged in all subjects with the flexibility to advance as needed. The diverse and non-traditional curriculum, which includes most of the arts, is one of the points that attracted us to the school. This blend of arts and academics has proven to be a catalyst with our [redacted] to learn new ways of expressing themselves. It makes school so much more interesting and the students more well rounded.

We are also very pleased with the administration and the teachers. We have had many occasions in dealing with the administration from trying to organize our instrumental artists to chairing community donations. We have always felt there is an "open door" policy if we have suggestions or complaints. In addition, matters were handled in a timely, professional manner, especially given their small staff. Furthermore, our experience with the principal, choir and dance teachers, as well as [redacted] and [redacted] grade teachers has been a positive and rewarding one for both my [redacted] and us. They are qualified, enthusiastic instructors which have not only gained the respect of our [redacted], but are always willing to visit with us if we have any questions and comments.

While the facilities are small and lack a lot of what other public schools have to offer such as a cafeteria, library, or auditorium, we look forward to the new larger main building. However, the lack of these facilities are certainly outweighed by the small enrollment and low student/teacher ratio, as well as the quality of teaching a diverse curriculum with the support of a dedicated staff. Katy Creative Arts is the type of school we have always dreamed of sending our [redacted] to to help them find out who they are and what gifts they may have with the help of artistic expression. We whole-heartedly support and endorse the charter renewal.

Sincerely,

[redacted]

Dear Texas Education Agency

RECEIVED

NOV 20 2000

CHARTER SCHOOLS

I am writing to you in support
(West Houston charter school)
of the Katy Creative Arts School. This
school has been so wonderful and
so supportive for my [REDACTED]. They
really do have a great staff and a
strong academic curriculum. My two
[REDACTED] love it there, so please consider
granting them the opportunity to continue
serving our [REDACTED].

Thanks,



APPLICATION

Valanna

Nov. 14, 2000

Dear Sir,

Three of my [redacted] attend Katy Creative Arts and I would highly recommend it. They offer strong academics as well as creative arts classes. My [redacted] have been on many educational and enriching fieldtrips and are performing and speaking before audiences. I would like to endorse this charter renewal.

Sincerely,
[redacted]
[redacted]

████████████████████
████████████████████

**TEXAS EDUCATION AGENCY
DIVISION OF CHARTER SCHOOLS
1701 NORTH CONGRESS AVE.
AUSTIN, TEXAS 78701**

RECEIVED

DEC 04 2000

CHARTER SCHOOLS

re: WEST HOUSTON CHARTER SCHOOL

November 27, 2000

Dear Sirs;

My ██████ is ██████ years old and in the ██████ grade at Katy Creative Arts Center in Katy, Texas. ██████ enrolled at this school in August of 2000, just a short time ago.

██████ previously was enrolled in the Royal Independent School District in Brookshire-Pattison and was receiving a fairly good education but ██████ really wasn't excited about learning. ██████ was in the gifted and talented program and made all A's but really wasn't challenged, so my ██████ and I started looking for alternatives.

We were told about the Katy Creative Arts Center so we started asking alot of questions about KCAC and charter schools in general.

We have been amazed at the difference it's made with our ██████. ██████ now has homework, ██████ really enjoys learning, and for the first time in ██████ life ██████ feels challenged with school.

The overall quality of the teachers, the facilities and the administration is first class and we are looking forward to the addition of the new school building. This is the way that we believe schools should be run.

In our previous school system we were about the only parents that ever volunteered for anything, but at KCAC the amount of volunteers is endless which shows these parents are very interested in not only their childrens education but also feel very welcomed and appreciated at the school.

All in all it's a very encouraging situation and we know we have made the right decision for our ██████.

APPLICATION

Lately the media seems to have been slamming the charter school system because of the way a few charter schools are being operated here in Texas. You might ask those same media folks to come visit KCAC to observe the right way to operate a charter school.

I thank you all for giving us the opportunity to have charter schools in Texas, as a choice for our [REDACTED] education and hope you remember these positive influences that KCAC and West Houston Charter Schools has had on us when you review their upcoming charter renewal.

Sincerely,

[REDACTED]
[REDACTED]

MEMORANDUM

To: Mary Perry
From: Brenda Niles
Date: Wednesday, December 19, 2000
RE: Review of Charter Application for West Houston Charter School

The following summarizes various issues and/or concerns for West Houston Charter School based on our review of their charter application.

Special Education

Page 36. The application for attending West Houston asks if the child has been in special education in the past or currently requires special education. This should be removed from the application for enrollment in that it is discriminatory. Carolyn Deitrich in special education verified that the special education question needs to be removed.

Business Plan

Student Attendance Accounting

Page 6. The school personnel have developed a database for PEIMS information. Is West Houston submitting manual six weeks reports, or submitting the data through the ESC? If they are submitting manual data how accurate is the data?

Page 24. The teacher initials the official student attendance document. Page 18 of the student attendance accounting handbook Item 4-1 states:

- (4-1) Each teacher or other school employee who records student attendance shall certify, in writing, that all such records are true and correct to the best of his or her knowledge and that the records have been prepared in accordance with laws and regulations pertaining to student attendance accounting. Electronic signatures are acceptable. Signature stamps and pencil are not acceptable.

It is recommended that the teacher sign the source document not initial.

Financial Management

Page 103. There is only a one-year budget included in the application and it shows to be for last year.

The budget states that there will be no funds spent on Curriculum Development and Instructional Development. Please explain.

The salary expense increased from \$536,702 for fiscal year 1999 to \$900,000 in fiscal year 2000 according to the budget. However salary expense increased to \$713,000 according to the profit and loss statement, and increased to \$811,000 according to the expense report. Please explain.

Governance

Pages 26 & 27. The sponsoring entity board has only three members, two of which appear to be related. The sponsoring entity board has the power to appoint or remove school board members. Does this give too much authority over the governance of the school to one family?

WEST HOUSTON CHARTER SCHOOL

CONTINGENCIES

Admissions: Admissions is conducted on a first-come, first served basis (p. 16). Instead of this system, the school should establish an application period prior to each school year and, at the end of the application period, conduct a lottery if applications exceed available space.

Geographic Boundaries: OK (p. 18).

Impact Statement: OK (pp. 44-53).

Public Notice: OK (pp. 46-53).

Facilities: OK (pp. 23-24, 129-156). The school rents the junior/senior high building at 1433 Fern Drive, and has built a new facility in Katy, on which it is making mortgage payments.

Governance Structure: The application describes a seven-member governing board for the school, with two current vacancies (p. 4), and a three-member board for the sponsoring entity (p. 26). Compliance with the Open Meetings Act is a concern, because two of the three board members of the sponsoring entity are employed at the school's Katy Campus (one is the principal, one is a 6th-grade teacher). If they meet at any point during the school day and discuss school business, a quorum of the board is meeting without having given the legally required notice of an open board meeting.

Evidence of Nonprofit Status: OK (pp. 29, 180-187).

To: Mr. Moody
Re: Lottery
Fr: Diana Hooten

CONTINGENCIES

West Houston Charter School
will conduct A Lottery on April 2, 2001.
Students who have fulfilled
enrollment criteria specified by
West Houston Charter School will be
given the option to enroll for the
upcoming school year based on the
order selected by the Lottery.
West Houston will Accept applications
until all classes are filled.

To : Mr. Moody, Legal Dept.

CONTINGENCIES

Fr : DIANA Hooten

West Houston Charter Alliance

Re : Your request that we
expand the board.

Per our conversation, I am
sending you a copy of our
Corporate resolution that adds 2
members per your request. I hope
that this will resolve all the legal
concerns you had.

If anything else is needed, please
let me know.

**CONSENT OF MEMBERS
OF
WEST HOUSTON CHARTER ALLIANCE, INC.**

Pursuant to Section 228(b) General Corporation Laws of the State of Delaware, the undersigned, the members of the West Houston Charter Alliance, Inc., a Delaware Corporation, ("Company"), by this consent, adopt the following resolutions:

RESOLVED, that Beverly Homer 14900 Memorial #1 10 Houston, Texas 77079 and Craig Stephen 2810 Chiswell Houston, Texas 77025 be, and are hereby elected as directors of the Company to fill the two newly created director positions and shall serve with the existing directors Diana Hooten, Joy Guercio and Robert Guercio to constitute the five member Board of Directors, all of whom shall serve until their respective successors are chosen and qualify;

RESOLVED FURTHER, that the proper directors and officers of the Company are hereby authorized and directed to take all such other acts or file such other documents as they deem necessary or appropriate to effectuate the foregoing resolutions.

Dated as of the 24th day of January 2001.

By *Diana Hooten*
Diana Hooten, Member/Director

By *Joy Guercio*
Joy Guercio, Member/Director

By *Robert Guercio*
Robert Guercio, Member/Director

By *Thomas J. Tanner*
THOMAS J. TANNER, MEMBER

Attest:

Joy Guercio
Joy Guercio, Secretary



To : Mr. Moody, Legal Dept.
Fr : DIANA Hooten
West Houston Charter Alliance

CONTINGENCIES

Re : Your request that we
expand the board.

Per our conversation, I am
sending you a copy of our
Corporate resolution that adds 2
members per your request. I hope
that this will resolve all the legal
concerns you had.

If anything else is needed, please
let me know.

Charles noted this
and delivered to
Charter School Office

CONSENT OF MEMBERS
OF
WEST HOUSTON CHARTER ALLIANCE, INC.

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RESOLVED FURTHER, that the proper directors and officers of the Company are hereby authorized and directed to take all such other acts or file such other documents as they deem necessary or appropriate to effectuate the foregoing resolutions.

Dated as of the 24th day of January 2001.

By Diana Hooten
Diana Hooten, Member/Director

By Joy Guercio
Joy Guercio, Member/Director

By Robert Guercio
Robert Guercio, Member/Director

By Thomas J. Tanner
THOMAS J. TANNER, MEMBER

Attest:

Joy Guercio
Joy Guercio, Secretary



GENERATION 1 CHARTER SCHOOLS RENEWAL APPLICATION REVIEW

Please list and explain any issues that need clarification in the interview process.

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
<p>Procedural Safeguards 300.504</p>	<p><i>Any reference or assurance to follow 34 CFR 300.504; or a reference to the State Procedural Safeguard Brochure;</i></p> <ul style="list-style-type: none"> • A copy of the procedural safeguards is given to parents at a minimum of <ul style="list-style-type: none"> ▪ Initial referral for evaluation ▪ Each ARD / IEP notification ▪ Reevaluation ▪ Receipt of a request for due process • Contents: <ul style="list-style-type: none"> ▪ Full explanation of independent evaluation ▪ Prior written notice ▪ Parental consent ▪ Access to educational records ▪ Opportunity to present complaints ▪ initiate due process hearing ▪ AEP placement ▪ Private school students ▪ Mediation ▪ Due process hearing ▪ State level appeals ▪ Civil actions ▪ Attorneys' fee ▪ State complaint procedures • Understandable language 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • A copy of the procedural safeguards is given to parents at a minimum of <ul style="list-style-type: none"> ▪ Initial referral for evaluation ▪ Each ARD / IEP notification ▪ Reevaluation ▪ Receipt of a request for due process • Contents: <ul style="list-style-type: none"> ▪ Full explanation of independent evaluation ▪ Prior written notice ▪ Parental consent ▪ Access to educational records ▪ Opportunity to present complaints ▪ initiate due process hearing ▪ AEP placement ▪ Private school students ▪ Mediation ▪ Due process hearing ▪ State level appeals ▪ Civil actions ▪ Attorneys' fee ▪ State complaint procedures • Understandable language
<p>Prior notice by agency; content of notice 300.503</p>	<p><i>Any reference or assurance to follow 34 CFR 300.503 and 300.345</i></p> <ul style="list-style-type: none"> • Notice. Five school days written notice given to parents before the charter <ul style="list-style-type: none"> ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: <ul style="list-style-type: none"> ▪ Description of action proposed or refused ▪ Explanation of why agency proposes or refuses to take action ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record, or report 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Notice. Five school days written notice given to parents before the charter <ul style="list-style-type: none"> ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: <ul style="list-style-type: none"> ▪ Description of action proposed or refused ▪ Explanation of why

<p>Prior notice by agency; content of notice (con't.)</p>	<ul style="list-style-type: none"> ▪ Statement that parents have protection under procedural safeguards document ▪ Sources for parents to contact • Understandable language 	<ul style="list-style-type: none"> ▪ agency proposes or refuses to take action ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record, or report ▪ Statement that parents have protection under procedural safeguards document ▪ Sources for parents to contact • Understandable language
<p>Observation (assessment/ evaluation) 300.531 – 300.543</p>	<p><i>Any reference or assurance to follow 34 CFR 300.531- 300.543, and TEC 29.004</i></p> <ul style="list-style-type: none"> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities • Observation • Written report 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities • Observation • Written report
<p>Development & implementation of the IEP 300.342 – 300.350</p>	<p><i>Any reference or assurance to follow 34 CFR 300.342-350</i></p> <ul style="list-style-type: none"> • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Parent participation • Development, review, and revision of the IEP (TAC 89.1050) • Content of the IEP • Agency responsibilities for transition services • IEP accountability 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Parent participation • Development, review, and revision of the IEP (TAC 89.1050) • Content of the IEP • Agency responsibilities for transition services • IEP accountability
<p>Transition Planning 300.29</p>	<p><i>Any reference or assurance to follow 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU</i></p>	<p>Application is missing key concepts of this component.</p> <p>MISSING</p> <p><i>Any reference or assurance to follow</i></p> <ul style="list-style-type: none"> • 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU

Special Education

West Houston Charter School

<p>Certified Personnel 300.23; 300.136</p>	<p><i>Any reference or assurance to follow 34 CFR 300.23, 300.136, TAC 89.1131, and SBEC certification requirements.</i></p> <ul style="list-style-type: none"> • Qualified Personnel • Personnel standards 	<p>Application provided a listing of special education personnel.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Qualified Personnel • Personnel standards
<p>Services to Expelled Students 300.121; 300.522</p>	<p><i>Any reference or assurance to follow 34 CFR 300.121; 300.522 and TEC Chapter 37</i></p> <ul style="list-style-type: none"> • Free Appropriate Public Education (FAPE) <ul style="list-style-type: none"> ▪ 10 day rule ▪ TEC Chapter 37 • Determination of Setting 	<p>Application is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Free Appropriate Public Education (FAPE) <ul style="list-style-type: none"> ▪ 10 day rule ▪ TEC Chapter 37 • Determination of Setting

Please list and explain any areas of concern that need to be raised before the State Board of Education.

CONCERN	ASSURANCE REQUESTED
<p>Charter could be at-risk for potential:</p> <ul style="list-style-type: none"> • Due process hearings • FAPE violations • Compliance issues 	<p>Will the proposed charter submit documentation of knowledge in the specific areas requested above?</p>
<p>Charter school serves students in Kindergarten.</p>	<p>Will the charter school submit documentation of knowledge of federal guidelines for children with disabilities, ages 3-5, or provide a general assurance to follow the federal guidelines stipulated in 34 CFR 301?</p>
<p>Code of Conduct, pages 94-96 "Disabled Student"</p>	<p>Our division suggests that the charter use contemporary language that emphasizes the person first then the disability in practice as well as printed materials (e.g., students with disabilities).</p>

West Houston School

14333 Fern
Houston, Texas 77079
281-391-5003
Email - [REDACTED]

CONTINGENCIES

Pamela Baker, Ph. D.
Program Administrator, Special Education
Texas Education Agency
1701 North Congress Ave.
Austin, Texas 78701-1494

January 17, 2001

Dr. Baker

I want to thank you for meeting with us last Friday afternoon and helping us resolve the issues of the outstanding corrective action plan.

We have attached a copy of all of the items that you mentioned on Friday afternoon.

There are two items that need additional explanation. The S10 – Assistive Technology – it was requested that we provide at least 2 – 3 students who are in need of Assistive Technology. We currently have 23 special education students enrolled. Eight of these students receive speech therapy services. It is my understanding that Assistive Technology services are determined on a case-by-case basis by the ARD Committee. Therefore, we have no students whose ARD has recommended an evaluation for these services. I have, however, attached a copy of our policies as well as the forms used if the ARD committee recommends this service is necessary. I have included a copy of our latest ARD with a speech student and notes the lack of a need for Assistive Technology services.

On student coded EB8, the handicapping condition is listed as Learning Disabled. Since we were unable to locate the original behavioral observation in the folder, I had our School Psychologist go in to the classroom and observe this student. A copy of the observation is included. I have also included an additional report on an LD student, which shows where the behavioral observation was done, and by whom.

If any of these corrections are not satisfactory to you, please let me know at the numbers listed above.

I am sorry for the delay in getting this resolved. Rest assured, I believe we are providing appropriate services to all of the special education students we serve.

I look forward to hearing from you.



Joy Guercio
Superintendent

RECEIVED
JAN 18 2001

00228

Name: [REDACTED]

Date: 9/28/99

CONTINGENCIES

WEST HOUSTON CHARTER SCHOOL

ARD/IEP SUPPLEMENT: CONSENT FOR INITIAL PLACEMENT

FOR INITIAL PLACEMENT ONLY:

Yes No I understand that my consent for placement is voluntary and may be withdrawn at any time prior to initial placement. However, if I revoke consent after initial placement, my child's/my placement will not change unless: (a) the school and I agree otherwise (following ARD committee procedures) or (b) a due process hearing resolves the dispute.

Yes No I have received and reviewed the Admission, Review and Dismissal Report (ARD/IEP) Committee Report of 9/28/99 that has been prepared for my child/me.
Date

Yes No I understand and agree with the ARD/IEP Committee's decision and give my permission for the educational placement that has been proposed for my child/me.

Yes No I understand the Procedural Safeguards.

[REDACTED SIGNATURE]

Signature of Parent/Adult Student/Surrogate Parent

9/28/99

Date Signed

Original student labeled EB1 left West Houston. Substituted form of another student.

S10

Assistive Technology: Policies and Procedures

Definition: According to the Individuals with Disabilities Education Act (IDEA), an assistive technology device is:

“any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of children with disabilities.”

The provision of assistive technology devices and services may be special education, related services or supplementary aids and services to support a student with disabilities in regular education (see 1997 Amendments to IDEA, Section 302)

The need for assistive technology required for the student to receive a free and appropriate education (FAPE) must be determined on a case-by-case basis as part of the comprehensive individual assessment and subsequent ARD meeting.

The assessment team could be composed of all or some of the following personnel: school administrator, speech and language pathologist, school psychologist, school counselor, classroom teacher, classroom aide, occupational or physical therapist, social worker, medical doctor, student, parent, designated case managers and other people who may be significantly involved in the student's education and well being.

Assistive technology evaluations must be consistent with the requirements noted in IDEA and with Part 300 of the Code of Federal Regulations regarding referrals, qualifications of personnel, time lines for completion and due process.

A functional assessment will be used to answer the following questions:

What are the special needs, educational needs or communication needs of the student?

What are the student's current abilities?

What materials and equipment are currently available that might meet those needs?

What is the physical arrangement and instructional arrangement in this environment?

What support is available in the school setting and in the home setting that will insure carry-over between the environments?

What resources are available to the people supporting the student?

What activities need to be modified to accommodate the student's needs?

What activities does the student need to participate in and how would technology support the student's participation in these activities?

What options could be considered (no tech, low-tech, or high-tech) to develop a system for the student with defined specific needs?

How can those options be explored in the student's home and school environment?

What strategies can be used to increase the student's level of performance and interaction with technology?

If the ARD team determines that assistive technology is required for the student to receive a FAPE, the ARD committee must include specific statements in the IEP to designate the devices or services that the student will need.

The IEP must reflect the nature and the amount of services and the extent that the child will be able to participate in regular education programs. The student's educational team can use the data gathered in the assessment of assistive technology needs to write an IEP that includes the recommendations for assistive technology services, devices or both as appropriate.

The assistive technology services or devices may be included as a part of the student's present level of performance, annual goals or short-term objectives. The technology itself can be used as an educational goal area when the student is learning the function and operation of the assistive device.

PARENT CONSENT FOR ASSISTIVE TECHNOLOGY ASSESMENT

Student Name _____

Campus _____

Date Sent _____

I hereby grant permission for the following actions to be taken under the auspices of West Houston Charter School

My child may be evaluated for Assistive Technology needs by a representative of the Assistive Technology (AT) Team YES NO

My child may be photographed, videotaped or tape recorded for the purpose of evaluation or instruction by the AT Team or its representative YES NO

A representative from the AT Team may discuss by telephone or letter any evaluations or therapies received from the following therapists or agencies:

Therapist/Agency: NAME _____

ADDRESS _____

TELEPHONE _____

Therapist/Agency: NAME _____

ADDRESS _____

TELEPHONE _____

The student will be tested within thirty days (30) school days unless the parent refuses Testing within this time. If this form is not returned within ten (10) school days, it will be assumed consent is given for testing.

I will receive a copy of the assessments/site visit/report/telephone consultation report upon completion.

Check one of the statements below

I agree to testing _____

I refuse testing _____

Signature of Parent/Guardian _____

Date _____

For further information, please contact the school at 281-497-7420

WEST HOUSTON CHARTER SCHOOL

SCREENING FOR ADAPTIVE AND ASSISTIVE TECHNOLOGY

Student: _____ DOB: _____ ID#: _____

School: _____ Instructional Setting: _____

Completed by (name and title): _____ Date of Screening: _____

The following modifications should be considered by the student's Admission, Review and Dismissal (ARD) committee. Please use the code below to rate all areas that apply:

- 1 = Currently available to the student; appears to meet the student's needs
 2 = Currently available to the student; does not appear to meet the student's needs
 3 = Consultation may be needed in this area and will be discussed at the ARD

To Support Instruction:

- | | |
|--|------------------------------------|
| _____ Special Paper (NCR, Raised Line) | _____ Audio Materials |
| _____ Special/Modified Writing Utensil | _____ Audio Recorder/Player |
| _____ Large Print Materials | _____ Adaptive Toys and Appliances |
| _____ Reading Stand | _____ Calculator |
| _____ Braille Writer | _____ Keyboard Modifications |
| _____ Braille Materials | _____ Software Modifications |
| _____ Other _____ | |

Comments: _____

To Support Mobility/Orientation/Positioning:

- | | |
|---------------------------------------|---|
| _____ Mobility Equipment-Orthopedic | _____ Self Care Equipment |
| _____ Classroom Positioning Equipment | _____ Orientation and Mobility Equipment-Vision |
| _____ Other _____ | |

Comments: _____

To Support Cognition and Communication:

- | | |
|--|--------------------------------|
| _____ Object Symbols | _____ Calendar System |
| _____ Tactile Symbols | _____ Communication Book/Board |
| _____ Picture Symbols | _____ Voice Output Device |
| _____ Switch Accessible Appliances or Toys | _____ Personal Amplification |
| _____ Other _____ | |

Comments: _____

To Support Vision and Hearing Needs:

- | | |
|--|--|
| _____ Distance LV (Low Vision) Devices | _____ Near LV (Low Vision) Devices |
| _____ Light/Glare Control | _____ Assistive Listening Equipment |
| _____ Hearing Aids | _____ Decoder for Closed Captioning |
| _____ Corrective Lenses | _____ Captioned Films and Educational videos |
| _____ Other _____ | |

Comments: _____

1. Retain a completed copy of the screening for your records.
2. Return the original to the Special Education Referral Committee or Campus Evaluation Specialist.

ASSISTIVE TECHNOLOGY TEAM
REQUEST FOR AT ASSESSMENT

Student Name _____
Date of Birth _____ ID# _____ Disability _____
School _____ School Phone _____
Contact Person/Title _____
Related Services Provides Involved (Name and Title) _____
Form Completed By (Name and Title) _____ Date _____

Yes No Have modifications been tried at the campus level, including any instructional hardware and software which the ARD committee believes might be beneficial?

Yes No Is the provision of adaptive technology devices or services essential to the student's ability to be educated in the Least Restrictive Environment?

Yes No Is the provision of adaptive technology devices or services essential to the student's ability to receive a Free and Appropriate Public Education?

1. Briefly describe this student's disability and the impact the disability has on his/her educational program: _____

2. Briefly describe which curriculum modifications, interventions and/or adaptations have been tried to address this concern? _____

Action Taken by AAT Resource Team:

- Telephone Consultation. Date _____
- Site Visit. Date _____
- Assessment Recommended
- Request for Consultation returned. Reason: _____

Assistance Provided: _____ Recommendations _____
 _____ Handouts _____
 _____ Other _____

Signature

1. Place a copy of the completed Request in the student's State Audit Folder.
2. Return original to: Assistive Technology, Office of Special Education, Rt. 10

Please note, pages 236 – 258 are not being released as they are confidential, student specific ARD docs. For more information concerning the decision not release these documents contact the Division of Charter Schools at 512-463-9575.

S11g

Notice of Comprehensive Individual Assessment and Test Description
--

Student:

ID#:

Birthdate:

School:

* We have carefully reviewed your child's/your school records, information from his/her/your teachers, and information you have shared with us. More information is needed to determine his/her/your needs and to plan an appropriate school program. You will receive a form requesting your permission for the testing.

*We want to do a comprehensive assessment of your child/you for the following reasons:

*Before recommending this assessment, we considered the following alternatives:

- Regular education Change in pace of instruction Change in method of instruction Change of materials
 Change in programming Other: _____

These options were rejected due to:

- Lack of progress Continued failure Discipline problems Other: _____

We want to evaluate your child/you in all the areas listed below. These tests will help us learn more about his/her/your educational needs.

****LANGUAGE (COMMUNICATIVE STATUS)**

If your child/you know(s) more than one language, these tests will help us find out which is the best language for his/her/your learning. They will also let us know which language to use for all other testing. We want to find out how well your child/you understand(s) what is said to him/her/you and how well your child/you can express thoughts. If your child/you have trouble speaking clearly, we may test him/her/you to find out what any speech problems may be. Examples of tests which may be used include, but are not limited to: Woodcock Language Proficiency Battery, Goldman-Fristoe Test of Articulation and Auditory Discrimination, And Expressive One-Word Picture Vocabulary Test.

****PHYSICAL (MOTOR ABILITIES, HEALTH, VISION, HEARING)**

We want to know if any physical or health problems make it difficult for your child/you to do his/her/your school work. Assessments may include, but are not limited to vision and hearing screening, functional vision, audiological, and otological assessments, medical exams by a physician, and gross and fine motor inventories.

****EMOTIONAL/BEHAVIORAL**

We want to know how well your child/you get(s) along with others at school and at home. We will collect information from you and his/her your teachers. We may also conduct behavioral observations, rating scales, and student interviews.

****SOCIOLOGICAL**

We want to get information about your child's/your home life and the kinds of experiences he/she/you have had in your family. School staff members may be calling to talk to you about this.

****INTELLECTUAL/ADAPTIVE BEHAVIOR**

We want to determine how well your child/you think(s), compared to others of the same age. We also want to find out how well your child/you take(s) care of himself/herself/yourself at home and at school. Tests may include, but are not limited to: the Wechsler Intelligence Scales, Kaufman Assessment Batteries, Stanford-Binet Intelligence Scale, and the Vineland Adaptive Behavior Scales.

****EDUCATIONAL LEARNING COMPETENCIES (ACADEMIC PERFORMANCE)**

We want to find out how your child is/you are doing in reading, math, written language, and other areas, including job-related skills, if appropriate. Tests may include, but are not limited to the : Woodcock-Johnson Batteries, Wechsler Achievement Tests, and Diagnostic Achievement Battery.

OVER

*Denotes required items

**Student must be assessed in all areas related to the suspected disability, including the requirements of 34CFR §300.532(f), if appropriate.

Other factors relevant to this proposal to assess (if applicable):

*Your rights were explained to you at the time of the initial referral for special education assessment. Federal regulations require that parents/adult students be provided a full explanation of all procedural safeguards in their native language or other mode of communication each time the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of your child/you or the provision of a free appropriate public education (FAPE) to your child/you. A copy of *An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School* is attached to this form.

Date given: _____ To: _____

NAME

SIGNATURE OF INTERPRETER (if applicable)

DATE

If you have any questions, please call: _____

(telephone number): _____

These sources can provide additional information and/or can assist in understanding this *Notice of Comprehensive Individual Assessment*.

Learning Disabilities Association of Texas
713.774.6405

Advocacy, Inc.
713.974.7691

Special Kids, Inc.
713.643.9576

Partners Resource Network, Inc.
800.866.4726 or 281.835.3125

Attachment: *An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School*

*Denotes required items

**Student must be assessed in all areas related to the suspected disability, including the requirements of 34CFR §300.532(f), if appropriate.

TEXAS EDUCATION AGENCY AN EXPLANATION OF RIGHTS AND PROCEDURAL SAFEGUARDS OF A PARENT WITH A CHILD WITH DISABILITIES IN SCHOOL

PLEASE NOTE: This document was written by the Texas Education Agency in August 1997. In May 1997, Congress enacted major changes in special education law. The U.S. Department of Education is expected to publish draft regulations under the new law in the fall of 1997, but these regulations will not become final until at least April 1998. For the 1997-98 school year, therefore, it is important that a parent get competent help in understanding his or her rights under the law. This document must be used with caution. In many important respects, the law governing a parent's rights is simply not clear at this time.

This Document

If you are the parent of a child with a disability, this document is for you.¹ Your public school must give you this document each time:

1. your child is first referred for special education evaluation;
2. you are notified of an admission, review, and dismissal (ARD) committee meeting about your child;
3. your school reevaluates your child; and
4. your school requests a "due process hearing" about your child.

Parent Consent

Your school cannot evaluate your child before placement, place your child in a special education program, or reevaluate your child after placement without your consent. Your school does not have your consent unless each of the following are true:

1. you have been fully informed of all relevant information in your native language or other mode of communication;
2. you understand and agree in writing to the proposed action;
3. your written consent describes the proposed action and lists any records that will be released and to whom; and
4. you understand that your consent is voluntary and you may revoke your consent at any time.

The school cannot withhold any special education benefit from your child because you refuse to give consent, except the action to which you do not consent. Some schools have local parental consent policies that expand your right to consent. These policies are permitted, so long as effective procedures are in place that ensure your refusal to consent cannot result in a failure to provide a free appropriate public education (FAPE) to your child.

If your refusal to consent might cause your school to violate your child's right to a FAPE, your school may file a due process hearing. (See "Impartial Due Process Hearing".) The hearing officer will determine whether the school must evaluate your child or begin providing special education and related services to your child without

¹If your child is an infant two years old or younger and is deaf or visually impaired, contact the Texas Interagency Council on Early Childhood Intervention at 1-800-250-2246 for information about services for your infant.

your consent. If the hearing officer does override your consent, you may appeal the decision to court. During the due process hearing and any court appeals, the school may not change your child's current educational placement. Of course, you have the right to withdraw your child from the public school system at any time and enroll your child in a private, parochial or home school.

Prior Written Notice

Your school must notify you in writing before it takes or refuses to take any action to identify your child as a special education student; before it takes or refuses to take any action affecting the free appropriate public education (FAPE) of your child; or any time the school evaluates your child. Any time prior written notice is required, your school must:

1. describe the action proposed or refused by the school;
2. explain why the action is proposed, or refused;
3. describe other options considered and why it rejected them;
4. describe each evaluation procedure, test, record, or report supporting its decision;
5. describe any other factors related to its decision;
6. enclose a copy of this document; and
7. give you the name, address, and telephone number of people to contact for help in understanding the rights explained in this document.

Your school must give you this prior notice in language that is understandable to you and the general public. The notice must be in your native language or other mode of communication (unless this is clearly not feasible). If yours is not a written language, your school must translate the notice to you orally or by other means, must make sure you understand the notice, and must keep a written record that it has done these things.

Testing and Evaluation

Your school will follow a set of evaluation procedures to determine whether your child has a disability and a need for special education and related services. In addition, the evaluation information will be used by the ARD committee in developing an individual educational plan (IEP). (See "Admission, Review, and Dismissal Committee.")

Your school may not use racially or culturally biased testing or evaluation materials or procedures to evaluate or place your child. These materials and procedures must be provided and administered

Independent Educational Evaluation

As used in this document, an independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by your school. If you ask, your school must tell you how to get an IEE.

If you disagree with an evaluation of your child that the school has done, you have the right to request an IEE at public expense. This means your school must pay for the IEE or ensure that you obtain one at no cost. Your school must use the same criteria for an IEE at public expense as it uses for its own evaluations, including the location of the evaluation and the qualifications of the examiner.

If you request an IEE at public expense, your school has the right to file a due process hearing to show that its evaluation is appropriate. If the hearing officer decides that the school's evaluation is appropriate, you still have the right to an IEE, but not at public expense.

If you pay for an IEE, the school must consider the results of the evaluation when deciding anything affecting the provision of FAPE to your child. You can use the IEE as evidence at a due process hearing about your child.

If a hearing officer requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

Complaint Process

If you believe your school has violated federal or state law on children with disabilities in educating your child, you may file a written complaint with the Texas Education Agency (TEA) at the address below:

Texas Education Agency
Complaints Management Division
1701 North Congress Avenue
Austin, TX 78701-1494

Your complaint should state the violation(s) you believe has occurred and state the facts on which your complaint is based.

Within 60 calendar days after receiving your written complaint, the TEA will:

1. conduct an independent investigation, including on-site investigation as needed, if the TEA determines such an investigation is necessary;
2. give you an opportunity to give more information about the complaint, over the telephone or in writing;
3. review all relevant information and determine whether the school has violated applicable law; and
4. give you a written decision that rules on each allegation in your complaint.

You may appeal the TEA's final decision to the U.S. Department of Education.

In addition, the TEA operates a 24-hour toll free "hot line" through which you can leave a message. This hot line enables you to discuss your rights and possible violations with a trained professional during normal business hours. The number is 1-800-252-9668.

Mediation

You are strongly encouraged to work with your local school personnel to resolve differences as they occur. There may be times, however, when a neutral third party may help you reach agreement with your school. Mediation is an alternative dispute resolution procedure made available to you by the Texas Education Agency (TEA). The TEA will normally offer this service to you each time you request a "due process hearing." (See "Impartial Due Process Hearing.") However, you may request that a mediator be assigned to you at other times as well. To request a mediator, write to the TEA at the address below:

Texas Education Agency
Complaints Management Division
1701 North Congress Avenue
Austin, TX 78701-1494

The mediation process:

1. must be voluntary. No mediator will be assigned unless both you and your school request it and agree to abide by the terms of the mediation.
2. cannot be used to deny or delay your due process hearing or any of your legal rights.
3. will be conducted by a neutral person, a qualified and impartial mediator trained in effective mediation techniques.

Each mediation session must be held in a timely manner and in a convenient location.

You have the right to bring an attorney or other representative to the mediation, but are not required to do so.

Most of the TEA's mediators are not attorneys. Even if your mediator happens to be an attorney, the mediator cannot advise or advocate for any party to the mediation. The mediator helps the parties reach an agreement, if they can agree.

Nothing you say to the mediator will be repeated by the mediator to the TEA. If you want the TEA to investigate or get involved in the dispute between you and your school, you must file a complaint using the TEA's complaint process. (See "Complaint Process.")

Any communication that occurs during mediation is confidential by law and may not be used as evidence in any legal proceeding. You may be required to sign a confidentiality pledge as a condition of participating in mediation.

If you reach an agreement with your school, the terms of your agreement will be put in writing. Your signature on this agreement may create a legally binding contract. Such a contract might release your school from significant legal liabilities it may owe to you as a result of its education of your child up to the present. However, you cannot waive in a contract any aspect of your child's right to future educational benefits. Violations of the agreement may be addressed by filing a complaint or requesting a due process hearing. (See "Complaint Process and "Impartial Due Process Hearing.")

The mediator does not represent or speak on behalf of the TEA. The TEA pays for the mediator and related costs. You must pay your lawyer or other representative if you choose to bring one.

filing suit in court. If you do not, your claims in court may be dismissed. (See "Impartial Due Process Hearing.")

Award of Attorney's Fees

If you win part or all of what you are seeking in a due process hearing or in court, a judge may rule that you are the "prevailing party." If so, the judge may order your school to pay for your attorney's fees and related costs (if they are reasonable).

This order may include attorney's fees and related costs for any due process hearing, for any appeal to court from a due process hearing, and for any mediation conducted after the filing of a due process hearing. This order may not include attorney's fees or costs for representation at admission, review, and dismissal (ARD) committee meetings, unless the ARD committee meeting is convened as a result of an order by a due process hearing officer or a judge.

Your right to have the school pay for your attorney's fees and costs may be limited in response to what you (or your attorney) do or fail to do in the process. First, if the school offers to settle the dispute on terms that are at least as favorable to you as what you win, the judge may rule that you cannot be awarded attorney's fees or costs for work done after the offer to settle. The judge must enter this order if:

1. the school makes an offer to settle the dispute more than ten days before a due process hearing (or if you are appealing to court, within the time allowed by Rule 68 of the Federal Rules of Civil Procedure);
2. you do not accept the offer within 10 days; and
3. the judge or a due process hearing officer makes a finding that the school's offer was at least as favorable to you as the order you received.

Second, the judge must reduce the amount of attorneys fees awarded to you whenever the judge finds that:

1. you unreasonably protracted the dispute;
2. the fees charged by your attorney unreasonably exceed the hourly rate charged by similar attorneys in your community for similar services;
3. the time billed by your attorney is excessive considering the nature of the proceeding; or
4. your attorney failed to give the school the required notice when your due process hearing was originally requested. (See "Impartial Due Process Hearing.")

Discipline and Your Child

RELATIONSHIP OF CONDUCT TO DISABILITY

Your school may discipline your child, but may not punish your child for conduct which is a manifestation of a disability. If your school decides to discipline your child by removing your child from the current placement, it must:

1. on the day the decision is made, inform you of the decision and give you a copy of this document; and

2. immediately, if possible, but not later than 10 school days after the day the decision is made, review the relationship between your child's disability and the conduct subject to discipline.

The review must be done by an admission, review, and dismissal (ARD) committee. The ARD committee can find that your child's conduct was not a manifestation of a disability only if it:

1. first considers all relevant information about the conduct subject to discipline, including:
 - a. evaluation and diagnostic results, including any results or other relevant information that you give to the ARD committee;
 - b. observations of your child; and
 - c. your child's IEP and placement; and
2. then finds that--
 - a. with respect to the conduct subject to discipline, your child's individual educational plan and placement were appropriate; and your school provided special education services, supplementary aids and services, and behavior intervention strategies as required by your child's IEP and placement;
 - b. your child's disability did not impair your child's ability to understand the impact and consequences of the conduct subject to discipline; and
 - c. your child's disability did not impair the ability of your child to control the conduct subject to discipline.

If the ARD committee finds that your child's conduct was not a manifestation of your child's disability, your school may discipline your child using the disciplinary procedures that apply to children without disabilities. However, the school must transmit your child's special education and disciplinary records for consideration by the person(s) making the final discipline decision.

You may request a due process hearing to appeal the ARD committee's manifestation finding. The hearing officer must find whether the school demonstrated in its ARD committee meeting that your child's conduct was not a manifestation of your child's disability. The Texas Education Agency must arrange for an expedited hearing on this question.

PLACEMENT IN AN ALTERNATIVE EDUCATIONAL PROGRAM
Your school may not place your child in an alternative educational program (AEP) unless your child's conduct meets the criteria applicable to children without disabilities for AEP placement in Texas Education Code, Sections 37.006(a) or 37.007(a). Your child can only be placed in an AEP by an ARD committee, or by a due process hearing officer in the circumstances described in "Hearing Officer Placement in an Alternative Educational Program."

An ARD committee may place your child in an AEP only if it finds that the AEP:

1. enables your child to continue to participate in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in your child's current IEP, that will enable the child to meet the goals set out in that IEP; and

The money to be reimbursed to you may also be reduced or denied if:

1. before you removed your child from public school, the district notified you it intended to evaluate your child (and gave you an appropriate and reasonable statement of the purpose for the evaluation), but you did not let the public school do it; or
2. a judge finds you acted unreasonably.

Surrogate Parents

The rights explained in this document belong to you, the parent of your child. However, if your school cannot identify or find a parent of your child with reasonable effort or your child is a ward of the state, your school must assign a "surrogate parent" to represent your child in all matters relating to the identification, evaluation, and educational placement of your child and the provision of a FAPE to your child. This person may not be an employee of any public agency which is involved in the education or care of your child or have any conflict of interest with your child, but may be paid by your school to serve as a surrogate parent. The person must have the knowledge and skills needed to adequately represent your child.

West Houston Charter School

If there is something that you do not understand, please ask for further information. You may contact the campus administrator at the numbers listed below. You may also contact the Regional Education Service Center (Region IV) at the number listed below.

Fern Campus – Robert Guercio or Vicente Fuentes 281-497-7420

Katy Campus – Joy Guercio 281-391-5003

Region IV – 713-462-7708

S14.5d

CONTINGENCIES

██████ was observed in her U S History class by ██████, school ██████. There were ██████ other students in the class. The activity working on a group project on World War II. The students were asked to devise an alternative plan to the D-Day invasion. ██████ was paired off with ██████ other students. ██████ was active in drawing a map with ██████. ██████ did not interact with the other students in ██████ group. The teacher came over and asked ██████ to participate with the group. ██████ then began to help group members complete the project. Overall, ██████ was compliant after teacher re-direction

EB10

Please note, pages 268 – 273 are not being released as they are confidential, student specific ARD related documentation. For more information concerning the decision not release these documents contact the Division of Charter Schools at 512-463-9575.

West Houston Charter Alliance, Inc.5618 11th Street
Katy, TX 77493

(281) 391-5003

(281) 391-5010 fax

General Assurance Statement for Generation 1 renewal applications

The General Assurance Statement with the official signature of the West Houston Charter School Representative provides a general assurance that the West Houston Charter School will follow all Special education guidelines stipulated in the State Board of Education Rules (Texas Administrative Code), Commissioner Rules (Texas Administrative Code) Texas Education Code, State Board of Educator Certification Requirements, Final Regulations (March 1999) of IDEA-Parts 99, 300, & 301, and other Applicable laws and regulations related to implementation of special education requirements and the provision of a Free, Appropriate Public Education (FAPE) to students with disabilities. The Division of Special Education at the Texas Education Agency accepts the statement as a general assurance to follow the special education guidelines, however, this statement does not reflect the division's acceptance of the inaccuracies or deletions in the renewal application. Furthermore, it is the responsibility of the West Houston Charter School to remain in compliance with the new revisions and regulations to State Board of Education Rules (Texas Administrative Code), Commissioner Rules (Texas Administrative Code), Texas Education Code, State Board of Educator Certification Requirements, and Final Regulations (March 1999) of IDEA-Parts 99,300, &301 and other applicable laws and regulations related to implementation of special education requirements and the provision of a Free, Appropriate Public Education (FAPE) to students with disabilities.

x Joy Mercurio
(Name & Title of authorizing Signature)

1/30/01
(Date)

*** TX REPORT ***

CONTINGENCIES

TRANSMISSION OK

TX/RX NO	0580	
CONNECTION TEL		912813915010
SUBADDRESS		
CONNECTION ID		
ST. TIME	03/07 19:01	
USAGE T	04'31	
PGS.	5	
RESULT	OK	

Texas Education Agency

CHARTER SCHOOLS DIVISION

William B. Travis Building
 1701 N. Congress Avenue
 Austin, TX 78701-1494
 (512) 463-9575
 FAX: (512) 463-9732

DATE: March 7, 2001

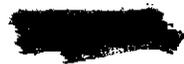
TO: Diana Hooten

FAX: (281)391-5010

Page(s): 5 (including cover sheet)

FROM: Mary Perry, Charter Schools Division, TEA

MESSAGE:



Texas Education Agency

CONTINGENCIES

CHARTER SCHOOLS DIVISION

William B. Travis Building
1701 N. Congress Avenue
Austin, TX 78701-1494
(512) 463-9575
FAX: (512) 463-9732

DATE: March 7, 2001

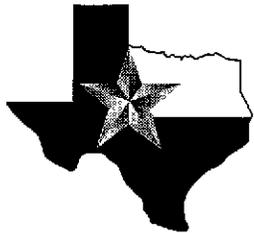
TO: Diana Hooten

FAX: (281)391-5010

Page(s): 5 (including cover sheet)

FROM: Mary Perry, Charter Schools Division, TEA

MESSAGE:



TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Jim Nelson
Commissioner of Education

MEMORANDUM

To: Diana Hooten, West Houston Charter

From: Mary Perry, Charter Schools Division

Date: March 7, 2001

The special education division has now completed the review of your revisions to the special education section of the renewal application. Following are the results of the latest review.

You have completed a general assurance statement that we have on file, and it is likely that you have already made some changes to your special education local policy documents. Please send me your responses that reflect compliance with the issues indicated on the following pages.

If you have any questions about the latest review, please call Carolyn Dietrich at (512)463-9362, and please feel free to call me at (512)463-9575 if I can be of any assistance.

Cc: Susan Barnes
Carolyn Dietrich
Charles Moody
Jim Thompson

GENERATION 1 - RENEWAL APPLICATION CONTINGENCY REVIEW

Please list and explain any issues that need clarification in the interview process.

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
Contingencies		<p>Contingencies provided information regarding the DEC discrepancies.</p> <p>The following are items still missing from the renewal application.</p>
<p>Procedural Safeguards 300.504</p>	<p><i>Any reference or assurance to follow 34 CFR 300.504; or a reference to the State Procedural Safeguard Brochure;</i></p> <ul style="list-style-type: none"> • A copy of the procedural safeguards is given to parents at a minimum of <ul style="list-style-type: none"> ▪ Initial referral for evaluation ▪ Each ARD / IEP notification ▪ Reevaluation ▪ Receipt of a request for due process • Contents: <ul style="list-style-type: none"> ▪ Full explanation of independent evaluation ▪ Prior written notice ▪ Parental consent ▪ Access to educational records ▪ Opportunity to present complaints ▪ initiate due process hearing ▪ AEP placement ▪ Private school students ▪ Mediation ▪ Due process hearing ▪ State level appeals ▪ Civil actions ▪ Attorneys' fee ▪ State complaint procedures • Understandable language 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • A copy of the procedural safeguards is given to parents at a minimum of <ul style="list-style-type: none"> ▪ Initial referral for evaluation ▪ Each ARD / IEP notification ▪ Reevaluation ▪ Receipt of a request for due process • Contents: <ul style="list-style-type: none"> ▪ Full explanation of independent evaluation ▪ Prior written notice ▪ Parental consent ▪ Access to educational records ▪ Opportunity to present complaints ▪ initiate due process hearing ▪ AEP placement ▪ Private school students ▪ Mediation ▪ Due process hearing ▪ State level appeals ▪ Civil actions ▪ Attorneys' fee ▪ State complaint procedures • Understandable language
<p>Prior notice by agency; content of notice 300.503</p>	<p><i>Any reference or assurance to follow 34 CFR 300.503 and 300.345</i></p> <ul style="list-style-type: none"> • Notice. Five school days written notice given to parents before the charter <ul style="list-style-type: none"> ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Notice. Five school days written notice given to parents before the charter <ul style="list-style-type: none"> ▪ Proposes to initiate or change educational

<p>Prior notice by agency; content of notice (con't.)</p>	<ul style="list-style-type: none"> • Contents of notice: <ul style="list-style-type: none"> ▪ Description of action proposed or refused ▪ Explanation of why agency proposes or refuses to take action ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record, or report ▪ Statement that parents have protection under procedural safeguards document ▪ Sources for parents to contact • Understandable language 	<ul style="list-style-type: none"> ▪ placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: <ul style="list-style-type: none"> ▪ Description of action proposed or refused ▪ Explanation of why ▪ agency proposes or refuses to take action ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record, or report ▪ Statement that parents have protection under procedural safeguards document ▪ Sources for parents to contact • Understandable language
<p>Observation (assessment/evaluation) 300.531 – 300.543</p>	<p><i>Any reference or assurance to follow 34 CFR 300.531- 300.543, and TEC 29.004</i></p> <ul style="list-style-type: none"> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities • Observation • Written report 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities • Observation • Written report
<p>Development & implementation of the IEP 300.342 – 300.350</p>	<p><i>Any reference or assurance to follow 34 CFR 300.342-350</i></p> <ul style="list-style-type: none"> • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Parent participation • Development, review, and revision of the IEP (TAC 89.1050) • Content of the IEP • Agency responsibilities for transition services • IEP accountability 	<p>Application response is vague.</p> <p>MISSING</p> <ul style="list-style-type: none"> • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Parent participation • Development, review, and revision of the IEP (TAC 89.1050) • Content of the IEP • Agency responsibilities for transition services • IEP accountability

CONTINGENCIES

<p>Transition Planning 300.29</p>	<p><i>Any reference or assurance to follow 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU</i></p>	<p>Application is missing key concepts of this component. MISSING <i>Any reference or assurance to follow</i> <ul style="list-style-type: none"> • 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU </p>
<p>Certified Personnel 300.23; 300.136</p>	<p><i>Any reference or assurance to follow 34 CFR 300.23, 300.136, TAC 89.1131, and SBEC certification requirements.</i></p> <ul style="list-style-type: none"> • Qualified Personnel • Personnel standards 	<p>Application provided a listing of special education personnel. MISSING <ul style="list-style-type: none"> • Qualified Personnel • Personnel standards </p>
<p>Services to Expelled Students 300.121; 300.522</p>	<p><i>Any reference or assurance to follow 34 CFR 300.121; 300.522 and TEC Chapter 37</i></p> <ul style="list-style-type: none"> • Free Appropriate Public Education (FAPE) <ul style="list-style-type: none"> ▪ 10 day rule ▪ TEC Chapter 37 • Determination of Setting 	<p>Application is vague. MISSING <ul style="list-style-type: none"> • Free Appropriate Public Education (FAPE) <ul style="list-style-type: none"> ▪ 10 day rule ▪ TEC Chapter 37 • Determination of Setting </p>

Please list and explain any areas of concern that need to be raised before the State Board of Education.

CONCERN	ASSURANCE REQUESTED
<p>Charter could be at-risk for potential:</p> <ul style="list-style-type: none"> • Due process hearings • FAPE violations • Compliance issues 	<p>Will the proposed charter submit documentation of knowledge in the specific areas requested above?</p>
<p>Charter school serves students in Kindergarten.</p>	<p>Will the charter school submit documentation of knowledge of federal guidelines for children with disabilities, ages 3-5, or provide a general assurance to follow the federal guidelines stipulated in 34 CFR 301?</p>
<p>Code of Conduct, pages 94-96 "Disabled Student"</p>	<p>Our division suggests that the charter use contemporary language that emphasizes the person first then the disability in practice as well as printed materials (e.g., students with disabilities).</p>

Received
3/9/01

CONTINGENCIES

Observation (assessment/evaluation) –
300.531 – 300.543



REFERRAL

REFERRAL FOR SPECIAL EDUCATION ASSESSMENT

School-age students currently enrolled in the district may also need Special Education services in order to make educational progress. If so, they may be referred for assessment. As with all other aspects of the provision of special education services, "safeguards" are built into the referral process to assure that students will be educated in the LRE (Least Restrictive Environment). It is important to note that the Referral Process is really primarily a general education process. Legally, approximately 85% of this process take place before special education personnel can become involved, unless contacted for consultation regarding the provision of modifications in the general education setting. Following is a description that delineates the process and outlines responsibilities at each stage. The actual practice may differ somewhat from campus to campus.

STEP 1: REQUEST FOR TESTING

When a disability is suspected a request that a student be assessed to determine the need for special education services may be initiated by parents, the teacher, the campus Student Support Team or 504 committee, the student, or other interested parties. Prior to referral for Special Education assessment all appropriate supports through general education have been attempted over time without success. The request is generally made to the student's counselor, and begins the 60-day time frame within which the assessment process must be completed. Appropriate reasons for referral include repeated student failure, lack of student success that may not yet have resulted in failure, student age or circumstances that create unique situations, or referral from a 504 committee. Please note that failure to pass the TAAS is not a valid reason to refer for testing unless other concerns are also present. Specific guidelines also regulate the referral of non-English speaking students to provide safeguards against placement based on language, not learning deficits.

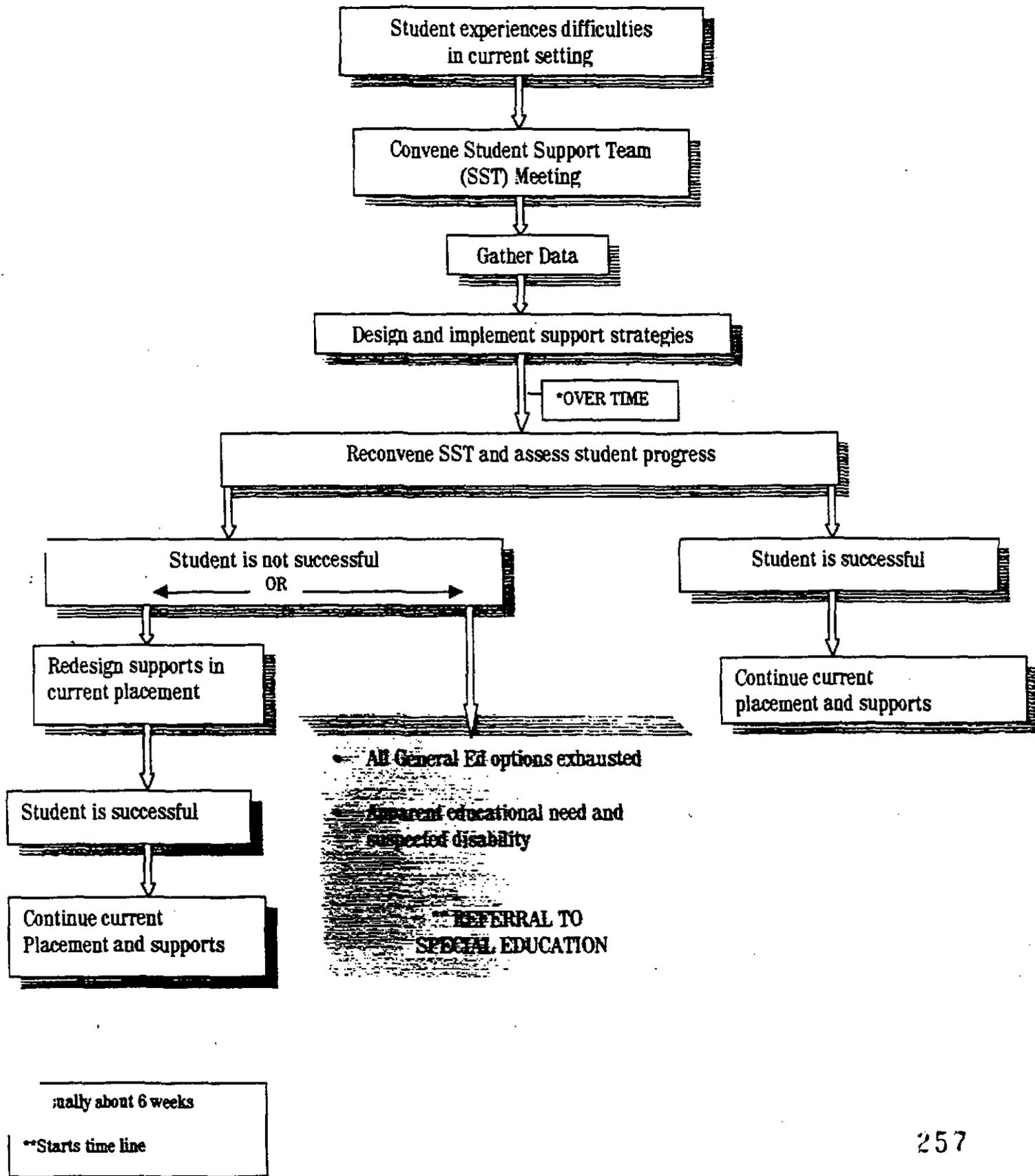
STEP 2: ASSESSMENT AND DETERMINATION OF PLACEMENT

Until this point, the process is a function of general education; special education can be involved only if requested to provide consultative services to help design modifications in a general education setting. At this point, a Diagnostician or Speech Therapist will schedule, conduct, score, and interpret testing. An Admission, Review, Dismissal Committee meeting is scheduled to review assessment results. If, according to TEA guidelines, the assessment determines that a student qualifies as a student with a disability and has an educational need for special education services, an ARD Committee will determine if special education services are needed and design the necessary services. Parental/adult student consent is necessary in order for special education placement to be implemented. When assessment is completed, the parent/adult student may decline services.

Please consult the Referral Process Flow Chart for delineation of the process.

SPECIAL EDUCATION REFERRAL FLOW CHART

CONTINGENCIES



ELIGIBILITY

ELIGIBILITY

CONTINGENCIES

Students receive special education services based on eligibility criteria established for each of the TEA recognized disabilities. Assessment (testing) determines the presence of a handicapping condition; the ARD Committee determines eligibility.

Orthopedic Impairment (OI)

"Orthopedic impairment" means a severe orthopedic impairment that adversely affects a child's educational performance.

Other Health Impaired (OH)

A student who has been determined by a licensed physician to have limited strength, vitality, or alertness, due to chronic or acute health problems.

Auditory Impairment (AI)

A student with an auditory impairment is one who has been determined to have serious hearing loss even after corrective medical treatment or use of amplification.

Visual Impairment (VI)

"Visual impairment including blindness" means an impairment in vision that, even with correction, adversely affects a child's educational performance.

Deaf-Blind (DB)

A student with deaf-blindness is one who has a combination of severe hearing and visual losses after best correction and is determined to be eligible as auditorially impaired and as visually impaired according to the specific eligibility criteria for each of these disabilities.

Mental Retardation (MR)

A student with mental retardation is one who has been determined to be functioning two or more standard deviations below the mean on individually administered scales of verbal ability, and either performance or nonverbal ability, and who concurrently exhibits deficits in adaptive behavior.

Emotionally Disturbed (ED)

"Serious emotional disturbance" means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance.

- (a) an inability to learn which cannot be explained by intellectual, sensory, or health factors;
- (b) an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- (c) inappropriate types of behavior or feelings under normal circumstances;
- (d) a general pervasive mood of unhappiness or depression; or
- (e) a tendency to develop physical symptoms or fears associated with personal or school problems.

Learning Disability (LD)

- (1) A student with a learning disability is one who has been determined by a multidisciplinary assessment team to have a severe discrepancy between achievement and intellectual ability.
- (2) A severe discrepancy exists when the student's assessed intellectual ability is above the mentally retarded range, but the student's assessed educational achievement is more than one standard deviation below the student's intellectual ability.

Autism (AU)

"Autism" means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, that adversely affects a child's educational performance.

Multiple Disabilities (MD)

"Multiple disabilities" means concomitant impairments (such as mental retardation-blindness, mental retardation-orthopedic impairment, etc.), the combination of which causes such severe educational problems that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deaf-blindness.

Traumatic Brain Injury (TBI)

A student with traumatic brain injury is one who has been determined by a licensed physician to have an injury to the brain caused by an external physical force resulting in total or partial functional disability and/or psychosocial impairment.

Speech or Language Impairment (SI)

A student who has been determined by a certified speech and hearing therapist, certified speech and language therapist, or licensed speech language pathologist to have a communication disorder such as stuttering, impaired articulation, a language impairment, or a voice impairment that adversely affects a child's educational performance.

Noncategorical Early Childhood (NC)

A student three to five years of age who has been determined to have a disability (one or more of those listed above) may be described as noncategorical early childhood.

If determined to have one or more of these disabilities, a student may be deemed eligible for Special Education services. Determination of disability and educational need are made through the Comprehensive Individual Assessment process, which must be repeated at least every three years, or as directed by ARD committee. This assessment gathers information about a student's functioning in six specified areas. These areas are language dominance, language (both expressive and receptive), physical factors, sociological factors, emotional/behavioral factors, and intellectual factors. Information is also gathered about the student's current level of function and achievement, including his/her strengths and weaknesses. An individually designed educational program (IEP) is developed by the Admission, Review, Dismissal committee to meet the needs of the student as determined by the assessment results. Special education programming is driven by assessment.

ASSESSMENT

- Assessment Procedures
- Assessment Instruments
- Competency Testing
- Vocational Testing
- TAAS/Alternative Assessment
- Medical Evaluation
- Independent Educational Evaluation

ASSESSMENT PROCEDURES

CONTINGENCIES

The diagnostician, with support from the diagnosticians' secretary is responsible for the assessment process.

The diagnostician will:

- Secure all required consents and send required notices, being sure to distribute (and log distributions) procedural safeguards.
- Schedule testing so as to disrupt student's educational process as little as possible.
- Conduct all assessment and complete the written report with appropriate eligibilities. Testing must be completed and the report(s) filed in the Audit file on or before the due date.
- Schedule an ARD committee meeting within 30 days of report date to review assessment and make appropriate decisions

Elementary	Secondary
Initial Assessment ⁴	Initial ⁴
WISC-III (possible KABC) ^{1,2}	WISC-III ^{1,2} /WAIS-R
WJ-R	WJ-R/WIAT with WJ-R (written expression or WLPB (written expression))
Language Screener (ROWPVT/EOWPVT or PPVT-III/EVT)	
VMI or Bender	Bender
Vision and Hearing Screening	Language Screener-only if language are unsure
Parent Information	Vision and Hearing Screening
	Parent Information
Reevaluation ^{3,4}	Reevaluation ³
WISC-III ^{1,2} (Possible KABC)	WISC-III/WAIS-R ^{1,2}
WJ-R	WJ-R/WIAT ⁵ with WJ-R (written expression) or WLPB (written expression)
Language Screener-only if language processing is unsure.	
VMI or Bender-only if motor processing is unsure.	

¹ The WISC/WAIS is always used unless the assessor can justify use of another measure for a particular reason.

² The IQ measure is always administered last.

³ For reevaluations, the ARD committee designs the assessment battery. The ARD committee requests only the assessments necessary to determine eligibility and to plan appropriate services. In this district, each student's ARD Committee should recommend at least one complete reevaluation in order to establish consistency over time. The school district will recommend that complete IQ and achievement measures be conducted at the first reevaluation, and any subsequent reevaluations deemed necessary to establish a stable range of ability. It will also recommend achievement testing for each reevaluation of a student with learning disabilities. A Comprehensive Individual Assessment must be completed and Eligibility established at least every three years, or more frequently as determined by ARD Committee decision. Teachers and parents may also request testing. Parent permission must be secured in writing prior to each evaluation. An ARD will be scheduled to review new assessment.

⁴ Complete an adaptive behavior measure for students with mental retardation.

⁵ Careful observation of assessment results yields concern regarding the possibility of false positive/negative scores in the areas of oral and written expression when using the WIAT, especially among 5th - 9th grade white students. For this reason, the WIAT results in these two areas should always be substantiated by the use of an additional approved achievement assessment in the areas of oral and written expression.

ASSESSMENT INSTRUMENTS

All assessment instruments approved for use in ~~Waller Independent School District~~ are valid and reliable for their intended purpose and conducted in accordance with manufacturer's instructions. Assessment instruments for specific purposes and for non-English speaking students are available for use with the approval of the Lead Diagnostician.

COMPETENCY TESTING

Competency assessment should be ongoing and document a student's progress toward mastery of IEP goals and objectives. Classroom teachers perform this assessment and report its results at the annual ARD. The results of this type of testing help to determine appropriate IEP goals and objectives. Examples of suitable competency assessments are teacher or curriculum generated pre/post tests, Brigance, Class, etc. Teachers should be prepared to discuss a student's progress at the annual ARD, so competency testing should be completed prior to the ARD date.

VOCATIONAL TESTING

As of September 1996, it is no longer mandated by law to complete vocational assessment at age 14 for all special education students. The District will continue, however, to conduct vocational testing as directed by the ARD Committee. All 10th grade students who take TAAS also participate in PLAN; a vocational testing program tied to SAT testing. Annual ARDs for 7th grade Special Education students will discuss and plan appropriate vocational testing to be completed for use in the Individual Transition Planning process.

TAAS and ALTERNATIVE ASSESSMENT

Effective with the 1996-1997 school year, no student who receives instruction in the TEKS at any level can be exempted from assessment. Currently, a statewide comprehensive assessment tool is being developed to be used in conjunction with TAAS for those students for whom the TAAS is not appropriate. ARD committees, which elect to exempt a student from TAAS, must specify an appropriate alternative assessment. This alternative assessment must be conducted annually and the results recorded in the student's audit folder. Students who have previously been exempted from TAAS no longer maintain their exempt status if dismissed from special education prior to graduation. Students who are exempt from the end of course examinations receive special education credit for these classes.



MEDICAL EVALUATIONS

REQUESTING A MEDICAL EVALUATION

General Information

Comprehensive Individual Assessments are required of all students referred as possibly eligible for special education services. These are to be provided at no cost to parents. As part of this comprehensive individual assessment, physical factors (including psychomotor abilities) must be assessed. This assessment must consist of an examination of physical conditions, which directly affect the student's ability to profit from the educational process.

The health information collected during the referral process is usually sufficient if a complete medical examination is not required by specific eligibility criteria and if there are no indications of need for further physical assessment. A general medical examination may be required only when specified by eligibility criteria or when abnormal physical factors have been identified as part of the assessment of physical factors.

Parents are under no obligation to provide the school district with these medical evaluations, reports and eligibility forms. Many parents prefer to have their child seen by their regular physician, but there are occasions when the parents are unable or unwilling to have these evaluations completed.

Requests for medical evaluations to be completed at district expense must be limited to determining eligibility for special education services. The district can not be responsible for routine medical care, return or follow up visits, medication, or visits to a physician for purposes other than determination of special education eligibility.

Requests for District-funded medical evaluations should be discussed at the campus level with the Educational Diagnostician and/or Speech Language Pathologist assigned to that campus. The campus Educational Diagnostician or Speech Language Pathologist then forwards requests to the Director of Special Education.

Procedures

1. The Educational Diagnostician or Speech Language Pathologist writes a memorandum to the Special Education Director requesting the medical evaluation.

This memo should include:

- a brief description of the student including name, date of birth, grade, areas where the student is experiencing difficulties.
- status of the student in the referral process (e.g. the student has recently been referred and health information indicates a need for a medical evaluation or the comprehensive individual evaluation is in process and it has come to the evaluator's attention that conditions may exist which warrant a medical evaluation or the multidisciplinary team has met and feel that a medical evaluation is needed before eligibility can be determined).

or

- status of the student in special education (e.g. The ARD Committee has requested a medical evaluation to more accurately determine this student's eligibility or upon working with the student in a special education placement, it appears that a medical evaluation is necessary to more accurately determine eligibility).
 - who should be contacted if the Director has questions concerning the request.
 - parents' name and address
2. A copy of this memo is sent to the campus administrator and the Director of Special Education.
 3. Upon approval of payment for the medical evaluation, Special Services shall notify the parent and Educational Diagnostician. Example of this notification is attached.
 4. The parent selects a physician from within the Region IV or Region VI geographical boundaries and makes the appointment. At the parents' request, a partial list of physicians will be provided.
 5. Before going to the doctor, the parent must contact the *Special Services Department secretary* and give her the name, address and telephone number of the physician. The physician will be contacted by Special Services and arrangements will be made for payment. Payments shall not exceed \$250.00.
 6. The parent is usually responsible for taking their child to the physician. If the parent is unable to take the student to the doctor, he/she should contact Special Services Department where attempts will be made to arrange transportation for the parent and the student.
 7. The parent takes copies of the blank eligibility reports (OH, OHI, TBI) for the physician's use in assisting in determining eligibility for special education services. The physician determines which disability criteria best suits his/her diagnosis of the student's condition and completes the appropriate form. Blank forms may be obtained from the campus diagnostician or the department secretary.
 8. The physician mails or faxes the completed eligibility form(s) and a copy of the medical evaluation report to Special Services (Waller ISD, Special Services Department, 1918 Key Street, Waller, TX 77484. Upon receipt of this documentation, Special Services pays the physician and forwards the documentation to the appropriate Educational Diagnostician or Speech Pathologist.

Should the physician send the documentation directly to the school, it is the Educational Diagnostician/Speech Language Pathologist's responsibility to send original documentation to Special Services with a note asking that payment be made to the physician. A copy of documentation will be kept in student's campus special education file. Under no circumstances will payment be made if pre-approval has not been secured.

9. Copies of the eligibility forms, medical report and paperwork requesting that Special Services pay for the medical evaluation must be maintained in the student's audit file.

INDEPENDENT
EDUCATIONAL EVALUATIONS

INDEPENDENT EDUCATIONAL EVALUATIONS AT PUBLIC EXPENSE

- RIGHT TO AN INDEPENDENT EDUCATIONAL EVALUATION

A parent has the legal right to seek an Independent Education Evaluation (IEE) at public expense if the parent disagrees with an evaluation obtained by the District. However, the District may initiate a special education hearing to show that its evaluation is appropriate. If the final decision is that the evaluation is appropriate, the parent still has the right to an independent evaluation, but not at public expense.

- IEE DEFINED

"Independent Education Evaluation" means an evaluation conducted by a qualified examiner who is not employed by the District.

- NUMBER OF IEE'S

A parent is entitled to only one IEE for each evaluation performed by the District, if the parent disagrees with the evaluation. This would include the three year reevaluation or reevaluations conducted more frequently. A parent is not entitled to multiple IEEs at public expense without an intervening reevaluation.

- CRITERIA UNDER WHICH EVALUATION MUST BE OBTAINED

Whenever an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the District uses when it initiates an evaluation.

- CONDITION OF PAYMENT

The District will pay for an IEE if the IEE including the examiner, the evaluation, and the written report meets the District's criteria. The results of a parent-initiated IEE will be considered by the district but such consideration does not make the district liable for reimbursement for the IEE. The district will not consider a parent request for payment of an unilaterally parent-initiated IEE unless the request is made within a reasonable time after receipt of the results of the evaluation. A reasonable time is defined as 90 calendar days.

- NOTIFICATION OF THE DISTRICT

In order to obtain an IEE at public expense, parents should notify the Special Education Director in writing of their request for an IEE at public expense before obtaining the independent evaluation. Parents will be requested to notify the Director of specific areas of disagreement when they disagree with district evaluation.

- NATURE OF EVALUATION

Tests and other evaluation materials must be designed to assess specific areas of education need.

- TEACHER REPORTS

The examiner must consider data obtained from the student's teacher or service provider through consultation with the teacher or teacher reports.

- PROTOCOLS

Test protocols must be available upon request of the District for review by assessment personnel of the district.

- WRITTEN REPORT

There shall be a written assessment report that shall address the presence or absence of those symptoms or conditions included in the specific eligibility criteria for the disability for which the student is being assessed.

- STATE AND FEDERAL LAW

The written report must be in accordance with State and federal governing assessment of students with disabilities.

- TIMELINE

An IEE, including a written report, shall be provided to the District within 30 school days from the date a request for an IEE from the district is received by the qualified examiner.

- CONTENT OF REPORT

The report shall include the type and severity of the impairment and the functional implications for the educational process. The report must provide the ARD Committee with sufficient information to determine whether or not the student is disabled and in need of Special Education services.

- FORM OF REPORT

In preparing a report, the examiner shall follow the format for assessment and determination of eligibility used by the District. Forms will be available upon request.

- SIGNATURES ON REPORT

The report must be signed by all persons participating in the examination of the student.

- REASONABLE COST CRITERIA

The District will not pay unreasonable charges for IEE's. An unreasonably excessive fee is one that is more than 25% above the prevailing fees in the area (as established in the Medicaid/Medicare Service Provider Manual) for the specific test being considered. Upon receipt of a request for payment of an unreasonably excessive fee, the district may request a hearing to challenge the right of the parents to be reimbursed.

- CONDITIONS FOR WAIVER OF COST CRITERIA

If a parent feels that an IEE that falls outside the District's cost criteria is justified by the child's unique circumstances, the parent should request in writing waiver of the cost criteria and describe the unique circumstances underlying the request. The District will consider such a request.

- LOCATION OF THE EXAMINER

The examiner must be located within 100 miles of the District, within the boundaries of Region IV or Region VI. This will permit the examiner to be accessible to the District if needed for further consultation and will allow the evaluator access to the public school for observation of the student and for ARD meetings.

- QUALIFICATIONS OF THE EXAMINER

The qualifications of the examiner must be the same as the criteria that the District uses when it initiates an evaluation and in accordance with State and federal law. Examiners must be licensed or certified by appropriate state boards to provide the evaluation being sought.

- CERTIFICATON AND LICENSES

Each IEE examiner must attach copies of his or her license(s) or certificate(s) to the evaluation report.

- CONFLICT OF INTEREST

The examiner must complete a conflict of interest form provided by the District. Payment will not be made until the District has received the conflict of interest form indicating whether the examiner has a personal monetary interest in any service or program recommended by the examiner.

- EVALUATION

The evaluation must be conducted using the same criteria that the District uses when it initiates an evaluation and in accordance with State and federal law.

- SELECTION OF EXAMINER

Parents are free to select whomever they choose to perform the IEE so long as the examiner meets the District's criteria. If parents select an examiner that is not on the District's list of qualified examiners, they should submit the name and vitae of the examiner in advance of conducting the IEE in order that the District may notify the parents whether the examiner is qualified to perform the IEE. If the parents fail to submit the name and vitae of the examiner prior to conducting the IEE, they risk nonpayment if the examiner does not meet the District's criteria.

- PAYMENT

When all above criteria have been met and an itemized statement is presented to the Director of Special Education, payment will be made directly to the evaluator. Reimbursement to parents will be made only when all criteria previously described are met and proof of payment is provided to the district.

Procedural Safeguards – 300.504

CONTINGENCIES

TEXAS EDUCATION AGENCY
AN EXPLANATION OF RIGHTS AND PROCEDURAL SAFEGUARDS
OF A PARENT WITH A CHILD WITH DISABILITIES IN SCHOOL

PLEASE NOTE: This document was written by the Texas Education Agency in August 1997. In May 1997, Congress enacted major changes in special education law. The U.S. Department of Education is expected to publish draft regulations under the new law in the fall of 1997, but these regulations will not become final until at least April 1998. For the 1997-98 school year, therefore, it is important that a parent get competent help in understanding his or her rights under the law. This document must be used with caution. In many important respects, the law governing a parent's rights is simply not clear at this time.

This Document

If you are the parent of a child with a disability, this document is for you.¹ Your public school must give you this document each time:

1. your child is first referred for special education evaluation;
2. you are notified of an admission, review, and dismissal (ARD) committee meeting about your child;
3. your school reevaluates your child; and
4. your school requests a "due process hearing" about your child.

Parent Consent

Your school cannot evaluate your child before placement, place your child in a special education program, or reevaluate your child after placement without your consent. Your school does not have your consent unless each of the following are true:

1. you have been fully informed of all relevant information in your native language or other mode of communication;
2. you understand and agree in writing to the proposed action;
3. your written consent describes the proposed action and lists any records that will be released and to whom; and
4. you understand that your consent is voluntary and you may revoke your consent at any time.

The school cannot withhold any special education benefit from your child because you refuse to give consent, except the action to which you do not consent. Some schools have local parental consent policies that expand your right to consent. These policies are permitted, so long as effective procedures are in place that ensure your refusal to consent cannot result in a failure to provide a free appropriate public education (FAPE) to your child.

If your refusal to consent might cause your school to violate your child's right to a FAPE, your school may file a due process hearing. (See "Impartial Due Process Hearing".) The hearing officer will determine whether the school must evaluate your child or begin providing special education and related services to your child without

¹If your child is an infant two years old or younger and is deaf or visually impaired, contact the Texas Interagency Council on Early Childhood Intervention at 1-800-250-2246 for information about services for your infant.

your consent. If the hearing officer does override your consent, you may appeal the decision to court. During the due process hearing and any court appeals, the school may not change your child's current educational placement. Of course, you have the right to withdraw your child from the public school system at any time and enroll your child in a private, parochial or home school.

Prior Written Notice

Your school must notify you in writing before it takes or refuses to take any action to identify your child as a special education student; before it takes or refuses to take any action affecting the free appropriate public education (FAPE) of your child; or any time the school evaluates your child. Any time prior written notice is required, your school must:

1. describe the action proposed or refused by the school;
2. explain why the action is proposed or refused;
3. describe other options considered and why it rejected them;
4. describe each evaluation procedure, test, record, or report supporting its decision;
5. describe any other factors related to its decision;
6. enclose a copy of this document; and
7. give you the name, address, and telephone number of people to contact for help in understanding the rights explained in this document.

Your school must give you this prior notice in language that is understandable to you and the general public. The notice must be in your native language or other mode of communication (unless this is clearly not feasible). If yours is not a written language, your school must translate the notice to you orally or by other means, must make sure you understand the notice, and must keep a written record that it has done these things.

Testing and Evaluation

Your school will follow a set of evaluation procedures to determine whether your child has a disability and a need for special education and related services. In addition, the evaluation information will be used by the ARD committee in developing an individual educational plan (IEP). (See "Admission, Review, and Dismissal Committee.")

Your school may not use racially or culturally biased testing or evaluation materials or procedures to evaluate or place your child. These materials and procedures must be provided and administered

Independent Educational Evaluation

As used in this document, an independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by your school. If you ask, your school must tell you how to get an IEE.

If you disagree with an evaluation of your child that the school has done, you have the right to request an IEE at public expense. This means your school must pay for the IEE or ensure that you obtain one at no cost. Your school must use the same criteria for an IEE at public expense as it uses for its own evaluations, including the location of the evaluation and the qualifications of the examiner.

If you request an IEE at public expense, your school has the right to file a due process hearing to show that its evaluation is appropriate. If the hearing officer decides that the school's evaluation is appropriate, you still have the right to an IEE, but not at public expense.

If you pay for an IEE, the school must consider the results of the evaluation when deciding anything affecting the provision of FAPE to your child. You can use the IEE as evidence at a due process hearing about your child.

If a hearing officer requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

Complaint Process

If you believe your school has violated federal or state law on children with disabilities in educating your child, you may file a written complaint with the Texas Education Agency (TEA) at the address below:

Texas Education Agency
Complaints Management Division
1701 North Congress Avenue
Austin, TX 78701-1494

Your complaint should state the violation(s) you believe has occurred and state the facts on which your complaint is based.

Within 60 calendar days after receiving your written complaint, the TEA will:

1. conduct an independent investigation, including on-site investigation as needed, if the TEA determines such an investigation is necessary;
2. give you an opportunity to give more information about the complaint, over the telephone or in writing;
3. review all relevant information and determine whether the school has violated applicable law; and
4. give you a written decision that rules on each allegation in your complaint.

You may appeal the TEA's final decision to the U.S. Department of Education.

In addition, the TEA operates a 24-hour toll free "hot line" through which you can leave a message. This hot line enables you to discuss your rights and possible violations with a trained professional during normal business hours. The number is 1-800-252-9668.

CONTINGENCIES

Mediation

You are strongly encouraged to work with your local school personnel to resolve differences as they occur. There may be times, however, when a neutral third party may help you reach agreement with your school. Mediation is an alternative dispute resolution procedure made available to you by the Texas Education Agency (TEA). The TEA will normally offer this service to you each time you request a "due process hearing." (See "Impartial Due Process Hearing.") However, you may request that a mediator be assigned to you at other times as well. To request a mediator, write to the TEA at the address below:

Texas Education Agency
Complaints Management Division
1701 North Congress Avenue
Austin, TX 78701-1494

The mediation process:

1. must be voluntary. No mediator will be assigned unless both you and your school request it and agree to abide by the terms of the mediation.
2. cannot be used to deny or delay your due process hearing or any of your legal rights.
3. will be conducted by a neutral person, a qualified and impartial mediator trained in effective mediation techniques.

Each mediation session must be held in a timely manner and in a convenient location.

You have the right to bring an attorney or other representative to the mediation, but are not required to do so.

Most of the TEA's mediators are not attorneys. Even if your mediator happens to be an attorney, the mediator cannot advise or advocate for any party to the mediation. The mediator helps the parties reach an agreement, if they can agree.

Nothing you say to the mediator will be repeated by the mediator to the TEA. If you want the TEA to investigate or get involved in the dispute between you and your school, you must file a complaint using the TEA's complaint process. (See "Complaint Process.")

Any communication that occurs during mediation is confidential by law and may not be used as evidence in any legal proceeding. You may be required to sign a confidentiality pledge as a condition of participating in mediation.

If you reach an agreement with your school, the terms of your agreement will be put in writing. Your signature on this agreement may create a legally binding contract. Such a contract might release your school from significant legal liabilities it may owe to you as a result of its education of your child up to the present. However, you cannot waive in a contract any aspect of your child's right to future educational benefits. Violations of the agreement may be addressed by filing a complaint or requesting a due process hearing. (See "Complaint Process and "Impartial Due Process Hearing.")

The mediator does not represent or speak on behalf of the TEA. The TEA pays for the mediator and related costs. You must pay your lawyer or other representative if you choose to bring one.

filing suit in court. If you do not, your claims in court may be dismissed. (See "Impartial Due Process Hearing.")

Award of Attorney's Fees

If you win part or all of what you are seeking in a due process hearing or in court, a judge may rule that you are the "prevailing party." If so, the judge may order your school to pay for your attorney's fees and related costs (if they are reasonable).

This order may include attorney's fees and related costs for any due process hearing, for any appeal to court from a due process hearing, and for any mediation conducted after the filing of a due process hearing. This order may not include attorney's fees or costs for representation at admission, review, and dismissal (ARD) committee meetings, unless the ARD committee meeting is convened as a result of an order by a due process hearing officer or a judge.

Your right to have the school pay for your attorney's fees and costs may be limited in response to what you (or your attorney) do or fail to do in the process. First, if the school offers to settle the dispute on terms that are at least as favorable to you as what you win, the judge may rule that you cannot be awarded attorney's fees or costs for work done after the offer to settle. The judge must enter this order if:

1. the school makes an offer to settle the dispute more than ten days before a due process hearing (or if you are appealing to court, within the time allowed by Rule 68 of the Federal Rules of Civil Procedure);
2. you do not accept the offer within 10 days; and
3. the judge or a due process hearing officer makes a finding that the school's offer was at least as favorable to you as the order you received.

Second, the judge must reduce the amount of attorneys fees awarded to you whenever the judge finds that:

1. you unreasonably protracted the dispute;
2. the fees charged by your attorney unreasonably exceed the hourly rate charged by similar attorneys in your community for similar services;
3. the time billed by your attorney is excessive considering the nature of the proceeding; or
4. your attorney failed to give the school the required notice when your due process hearing was originally requested. (See "Impartial Due Process Hearing.")

Discipline and Your Child

RELATIONSHIP OF CONDUCT TO DISABILITY

Your school may discipline your child, but may not punish your child for conduct which is a manifestation of a disability. If your school decides to discipline your child by removing your child from the current placement, it must:

1. on the day the decision is made, inform you of the decision and give you a copy of this document; and

CONTINGENCIES

2. immediately, if possible, but not later than 10 school days after the day the decision is made, review the relationship between your child's disability and the conduct subject to discipline.

The review must be done by an admission, review, and dismissal (ARD) committee. The ARD committee can find that your child's conduct was not a manifestation of a disability only if it:

1. first considers all relevant information about the conduct subject to discipline, including:
 - a. evaluation and diagnostic results, including any results or other relevant information that you give to the ARD committee;
 - b. observations of your child; and
 - c. your child's IEP and placement; and
2. then finds that--
 - a. with respect to the conduct subject to discipline, your child's individual educational plan and placement were appropriate; and your school provided special education services, supplementary aids and services, and behavior intervention strategies as required by your child's IEP and placement;
 - b. your child's disability did not impair your child's ability to understand the impact and consequences of the conduct subject to discipline; and
 - c. your child's disability did not impair the ability of your child to control the conduct subject to discipline.

If the ARD committee finds that your child's conduct was not a manifestation of your child's disability, your school may discipline your child using the disciplinary procedures that apply to children without disabilities. However, the school must transmit your child's special education and disciplinary records for consideration by the person(s) making the final discipline decision.

You may request a due process hearing to appeal the ARD committee's manifestation finding. The hearing officer must find whether the school demonstrated in its ARD committee meeting that your child's conduct was not a manifestation of your child's disability. The Texas Education Agency must arrange for an expedited hearing on this question.

PLACEMENT IN AN ALTERNATIVE EDUCATIONAL PROGRAM

Your school may not place your child in an alternative educational program (AEP) unless your child's conduct meets the criteria applicable to children without disabilities for AEP placement in Texas Education Code, Sections 37.006(a) or 37.007(a). Your child can only be placed in an AEP by an ARD committee, or by a due process hearing officer in the circumstances described in "Hearing Officer Placement in an Alternative Educational Program."

An ARD committee may place your child in an AEP only if it finds that the AEP:

1. enables your child to continue to participate in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in your child's current IEP, that will enable the child to meet the goals set out in that IEP; and

The money to be reimbursed to you may also be reduced or denied if:

1. before you removed your child from public school, the district notified you it intended to evaluate your child (and gave you an appropriate and reasonable statement of the purpose for the evaluation), but you did not let the public school do it; or
2. a judge finds you acted unreasonably.

Surrogate Parents

The rights explained in this document belong to you, the parent of your child. However, if your school cannot identify or find a parent of your child with reasonable effort or your child is a ward of the state, your school must assign a "surrogate parent" to represent your child in all matters relating to the identification, evaluation, and educational placement of your child and the provision of a FAPE to your child. This person may not be an employee of any public agency which is involved in the education or care of your child or have any conflict of interest with your child, but may be paid by your school to serve as a surrogate parent. The person must have the knowledge and skills needed to adequately represent your child.

West Houston Charter School

If there is something that you do not understand, please ask for further information. You may contact the campus administrator at the numbers listed below. You may also contact the Regional Education Service Center (Region IV) at the number listed below.

Fern Campus – Robert Guercio or Vicente Fuentes 281-497-7420

Katy Campus – Joy Guercio 281-391-5003

Region IV – 713-462-7708

CONTINGENCIES

RECORD OF COMMUNICATION with PARENT(S) or GUARDIAN(S)

Originator: ANY School Personnel who contacts the parent(s) or guardian(s)

Purpose: To maintain documentation of all communication with parent(s)/guardian(s) regarding the child's education.

Student's Name:	DOB:	Parent's Name:
School:	Phone #:	Emergency Phone #:

In order to be in compliance with federal, state and local guidelines, a *Record of Communication* must be maintained in the student's Exceptional Education State Audit Folder. Communication with the parent(s)/guardian(s) must be in the language or mode of communication best understood by the parent(s)/guardian(s). Efforts **MUST** be made to ensure that the parent(s)/guardian(s) understand the content of the communication.

Any communication referencing the education of the student should be documented. The *Record of Communication* with the parent(s)/guardian(s) and district personnel **MUST** reflect documentation of the following:

- Campus Child Study Committee Report
- Notice of Referral and Request for Evaluation
- Notice of the ARD/IEP Committee Meeting
- Special Education: Parent's and Student's Rights Booklet
- Questions and Answers about Impartial Due Process Hearings
- ARD/IEP Committee Report
- ARD/IEP Follow up Letter to Parent(s)
- IEP Update Sessions
- Permission for Health Related Services
- Student Records

Date	Name of Person Contacted	Content of Communications
Method*	Signature /Title	

*Method: A=Phone Call C=Letter E=Conference/Meeting
 B=District Form D=Home Visit F=Other, Specify

Prior Notice – 300.503 and 300.345

CONTINGENCIES

Notice of the Admission, Review, and Dismissal (ARD) Committee Meeting
... Individualized Transition Planning (ITP) Committee Meeting
Invitation to Meeting

TO: _____

RE: _____

STUDENT

SCHOOL

You are invited to attend an Admission, Review, and Dismissal (ARD) Committee Meeting or an Individualized Transition Planning (ITP) Committee Meeting to discuss the educational programming of your child. We encourage you to attend this meeting as your involvement is an important part of your child's education.

_____/_____/_____
DATE TIME PLACE ROOM

The purpose of the meeting is to:

- initiate special education services if your child meets disability condition criteria
- review your child's program (including results of any new evaluation)
- develop and/or review the individual education program (IEP) for your child
- consider extended school year services (ESY)
- discuss/review transition services and/or the Individual Transition Plan
- other (specify) _____

Reason(s) action(s) proposed:

Options considered before convening:

- General education
- Instructional interventions
- Behavioral interventions
- Tutoring
- Other: _____
- Other: _____
- Bilingual/ESL program
- Alternative program
- Schedule change
- Counseling
- 504 services
- Other: _____

Notice of Transition Services Meeting
 The purpose of this meeting is to develop/ review the individual transition plan (ITP) and to consider transition services in accordance with 19TAC89.1110 and 34CFR300.346(b)(1-2);
 Not applicable
 The student of any age is invited to this meeting.
 The following agencies have been invited to a representative to the meeting:

The following persons have been asked to attend the meeting:

- Parent
- Student
- General Education Teacher
- LPAC Representative
- Other: _____
- Evaluation Personnel
- School Administrator
- Special Education Teacher
- Career & Technology Representative
- Other: _____

Transition information sent to parent: Yes No

The following evaluation procedures, tests, records, or reports will be reviewed and discussed:

- Full and Individual Evaluation ² (e.g., language, physical, emotional/behavioral, sociological, intellectual, educational performance)
- School Records (e.g., grades, attendance records, teacher's observations, achievement test scores, discipline records)
- Independent Education Evaluation Report(s) Individual Transition Plan (ITP) Parent Information
- Other: _____

The committee will discuss, at your request, the provision of any educational or related service not proposed for discussion by district.

Describe other factors relevant to this ARD committee meeting (if applicable): _____

Your rights were explained to you when your child was initially referred for special education evaluation. Federal regulations require that I provided a full explanation of all procedural safeguards (rights) in your native language or other mode of communication each time the district or refuses to initiate or change the identification, evaluation, or educational placement of your child or the provision of a free appropriate education (FAPE) to your child. Another copy of the procedural safeguards is attached to this form.

Date given: ____/____/____ To: _____

Please KEEP THIS PAGE for your records. RETURN THE ATTACHED PAGE to me. If you have questions, please call me.

Name

Signature

Position

Phc

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¹ Complete the ARD Supplement: Notice of Action Refused, if services are refused.

² You were previously sent the Notice of Full and Individual Evaluation which described the evaluation procedures and tests which would be used to determine your child's educational needs.

West Houston Charter School
ARD/IEP Forms

REV 9/2000
Form # 1358

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CONTINGENCIES

Notice of the Admission, Review, and Dismissal (ARD) Committee Meeting
 Individual Transition Planning (ITP) Committee Meeting
Invitation to Meeting

Please return this form by ____/____/____ to:
Date

STUDENT _____

SCHOOL _____

Please check appropriate statement(s) below and return.

- I will attend the ARD meeting on (date): _____ at (time): _____
 ITP meeting on (date): _____ at (time): _____
- I would like to attend the meeting, but cannot do so at the time suggested; please contact me at (_____) _____ to reschedule.
Phone Number
- I will not be able to attend the meeting; please have it without me. I understand that a copy of the ARD or ITP report will be forwarded to me.
- I will not be able to attend the meeting in person, but would like to participate via telephone. Please contact me at (_____) _____
at the scheduled meeting time. Phone Number
- I waive the required five school day waiting period between the Notice of the ARD Committee Meeting and the meeting itself.
- I request the following:
 - a copy of the IEP before the meeting
 - an explanation of the IEP before the meeting
 - a copy of the assessment before the meeting
 - an explanation of the assessment before the meeting

Please indicate the name(s) and title of person(s) who will be attending the meeting with you:

1. _____ 2. _____
NAME TITLE NAME TITLE

Comments: _____

SIGNATURE OF PARENT, GUARDIAN, OR SURROGATE PARENT DATE

SIGNATURE OF INTERPRETER, IF USED DATE

Parent must receive a completed ARD Notice and return the signed Notice form.

Sources for parents to contact to obtain assistance in understanding the notice of ARD Committee Meeting provisions:

Learning Disabilities Association of Texas
Houston Chapter
(713) 774-6405

Advocacy, Inc.
7457 Harwin
Houston, Texas 77036
(713) 974-7691

Special Kids, Inc.
6202 Belmark
Houston, Texas 77037
(713) 643-9576

Partners Resources Network Incorporated
1090 Longfellow Dr. / Suite B
Houston, Texas 77066-4810

WEST HOUSTON CHARTER SCHOOL

14333 Fern Drive
Houston, Texas 77079
Tel. 281-497-7420 Fax 281-497-4775
E-mail- _____
http: www.whou.org

Joy Guercio, Superintendent
Diana Hooten, Business Manager
Elaine Turner, Office Manager/Nurse

Robert Guercio, Principal
Vincent Fuentez, Ass't Principal
Michelle Hadwin, Accountant

00308

DATE SENT _____

Notice of Comprehensive Individual Assessment and Test Description CONTINGENCIES

Student: _____

ID#: _____

Birthdate: _____

School: _____

* We have carefully reviewed your child's/your school records, information from his/her/your teachers, and information you have shared with us. More information is needed to determine his/her/your needs and to plan an appropriate school program. You will receive a form requesting your permission for the testing.

*We want to do a comprehensive assessment of your child/you for the following reasons:

*Before recommending this assessment, we considered the following alternatives:

- Regular education Change in pace of instruction Change in method of instruction Change of materials
 Change in programming Other: _____

These options were rejected due to:

- Lack of progress Continued failure Discipline problems Other: _____

We want to evaluate your child/you in all the areas listed below. These tests will help us learn more about his/her/your educational needs.

****LANGUAGE (COMMUNICATIVE STATUS)**

If your child/you know(s) more than one language, these tests will help us find out which is the best language for his/her/your learning. They will also let us know which language to use for all other testing. We want to find out how well your child/you understand(s) what is said to him/her/you and how well your child/you can express thoughts. If your child/you have trouble speaking clearly, we may test him/her/you to find out what any speech problems may be. Examples of tests which may be used include, but are not limited to: Woodcock Language Proficiency Battery, Goldman-Fristoe Test of Articulation and Auditory Discrimination, And Expressive One-Word Picture Vocabulary Test.

****PHYSICAL (MOTOR ABILITIES, HEALTH, VISION, HEARING)**

We want to know if any physical or health problems make it difficult for your child/you to do his/her/your school work. Assessments may include, but are not limited to vision and hearing screening, functional vision, audiological, and otological assessments, medical exams by a physician, and gross and fine motor inventories.

****EMOTIONAL/BEHAVIORAL**

We want to know how well your child/you get(s) along with others at school and at home. We will collect information from you and his/her your teachers. We may also conduct behavioral observations, rating scales, and student interviews.

****SOCIOLOGICAL**

We want to get information about your child's/your home life and the kinds of experiences he/she/you have had in your family. School staff members may be calling to talk to you about this.

****INTELLECTUAL/ADAPTIVE BEHAVIOR**

We want to determine how well your child/you think(s), compared to others of the same age. We also want to find out how well your child/you take(s) care of himself/herself/yourself at home and at school. Tests may include, but are not limited to: the Wechsler Intelligence Scales, Kaufman Assessment Batteries, Stanford-Binet Intelligence Scale, and the Vineland Adaptive Behavior Scales.

****EDUCATIONAL LEARNING COMPETENCIES (ACADEMIC PERFORMANCE)**

We want to find out how your child is/you are doing in reading, math, written language, and other areas, including job-related skills, if appropriate. Tests may include, but are not limited to the : Woodcock-Johnson Batteries, Wechsler Achievement Tests, and Diagnostic Achievement Battery.

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OVER

*Denotes required items

**Student must be assessed in all areas related to the suspected disability, including the requirements of 34CFR §300.532(f), if appropriate.

Other factors relevant to this proposal to assess (if applicable):

*Your rights were explained to you at the time of the initial referral for special education assessment. Federal regulations require that parents/adult students be provided a full explanation of all procedural safeguards in their native language or other mode of communication each time the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of your child/you or the provision of a free appropriate public education (FAPE) to your child/you. A copy of *An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School* is attached to this form.

Date given: _____ To: _____

NAME

SIGNATURE OF INTERPRETER (if applicable)

DATE

If you have any questions, please call: _____

(telephone number): _____

These sources can provide additional information and/or can assist in understanding this *Notice of Comprehensive Individual Assessment*.

Learning Disabilities Association of Texas
713.774.6405

Advocacy, Inc.
713.974.7691

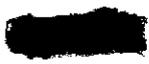
Special Kids, Inc.
713.643.9576

Partners Resource Network, Inc.
800.866.4726 or 281.835.3125

Attachment: *An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School*

*Denotes required items

**Student must be assessed in all areas related to the suspected disability, including the requirements of 34CFR §300.532(f), if appropriate.



DATE SENT

West Houston Charter School

1314
Revised 08/00

Consent for Comprehensive Individual Assessment

CONTINGENCIES

Student: _____ ID#: _____ Birthdate: _____ Grade: _____

School: _____

You have received the Notice of Comprehensive Individual Assessment.

We need your permission to test your child/you to find out what your child's/your education needs are.

Please check the appropriate box by each statement, sign your name, and date and return this form to the school as soon as possible.

Yes No *I have been fully informed and understand the assessment process and why it has been recommended for my child/me. If no, please explain:

Yes No I have been given the name and telephone number of a school staff member whom I may call if I want more information or if I have any questions. If no, please explain:

Yes No *I give my permission for the testing that has been recommended for my child/me. If no, please explain:

Yes No *I understand that my consent for assessment is voluntary and may be revoked at any time. If no, please explain:

Yes No *I have been informed in my native language or other mode of communication

Yes No *I give permission for the testing to begin immediately by waiving the required five school day waiting period between the notice of assessment and the initiation of the assessment.

*SIGNATURE OF PARENT, GUARDIAN, SURROGATE PARENT, OR ADULT STUDENT

*DATE

*SIGNATURE OF INTERPRETER, IF USED

*DATE

Please return this form to: _____ at _____ School as soon as possible.

*DENOTES REQUIRED ITEMS

Name: _____

Date: _____

CONTINGENCIES

WEST HOUSTON CHARTER SCHOOL

ARD/IEP SUPPLEMENT: CONSENT FOR INITIAL PLACEMENT

FOR INITIAL PLACEMENT ONLY:

Yes No I understand that my consent for placement is voluntary and may be withdrawn at any time prior to initial placement. However, if I revoke consent after initial placement, my child's/my placement will not change unless: (a) the school and I agree otherwise (following ARD committee procedures) or (b) a due process hearing resolves the dispute.

Yes No I have received and reviewed the Admission, Review and Dismissal Report (ARD/IEP) Committee Report of ____/____/____ that has been prepared for my child/me.
Date

Yes No I understand and agree with the ARD/IEP Committee's decision and give my permission for the educational placement that has been proposed for my child/me.

Yes No I understand the Procedural Safeguards.

Signature of Parent/Adult Student/Surrogate Parent

Date Signed

WEST HOUSTON CHARTER SCHOOL

CONSENT FOR RELEASE/REQUEST OF CONFIDENTIAL MEDICAL INFORMATION

I hereby authorize: _____ To release to: _____ To exchange information with: _____

_____ West Houston Charter School _____
 _____ 14333 Fern _____
 _____ Houston, Texas 77079 _____
 _____ 281-497-7420 _____
 _____ email- [REDACTED] _____

Confidential medical information concerning:
 Name: _____ DOB: _____ SSN: _____ School: _____

The above information is required for the following purposes: _____

This information may include but is not limited to communicable diseases such as Human Immunodeficiency Virus, Psychiatry, Drug and/or Alcohol Abuse.

- YES NO *I have been fully informed and understand the school's request for my consent, as described above. This information will be released/requested upon receipt of my written consent.
- YES NO *I understand that my consent is voluntary and may be revoked anytime.

*Your rights were explained to you when you were/your child was initially referred for special education assessment. Federal regulations require that parents and adult students be provided a full explanation of all procedural safeguards (rights) in their native language or other mode of communication each time the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of you or your child or the provision of a free appropriate public education (FAPE) to you or your child. Another copy of the procedural safeguards (rights) is attached to this form.

Date given: _____ To: _____
NAME

This authorization automatically expires one year from the date of signature.

 Patient Signature Date Parent/Guardian Signature Date
 (Where applicable)

 Witness Signature Date Address 00313

WEST HOUSTON CHARTER SCHOOL

CONTINGENCIES

PARENT CONSENT FOR ASSISTIVE TECHNOLOGY ASSESMENT

Student Name _____

Campus _____

Date Sent _____

I hereby grant permission for the following actions to be taken under the auspices of West Houston Charter School

My child may be evaluated for Assistive Technology needs by a representative of the Assistive Technology (AT) Team YES NO

My child may be photographed, videotaped or tape recorded for the purpose of evaluation or instruction by the AT Team or its representative YES NO

A representative from the AT Team may discuss by telephone or letter any evaluations or therapies received from the following therapists or agencies:

Therapist/Agency: NAME _____

ADDRESS _____

TELEPHONE _____

Therapist/Agency: NAME _____

ADDRESS _____

TELEPHONE _____

The student will be tested within thirty days (30) school days unless the parent refuses Testing within this time. If this form is not returned within ten (10) school days, it will be assumed consent is given for testing.

I will receive a copy of the assessments/site visit/report/telephone consultation report upon completion.

Check one of the statements below

I agree to testing _____

I refuse testing _____

Signature of Parent/Guardian _____

Date _____

For further information, please contact the school at 281-497-7420

Development & Implementation of the IEP
300.342 – 300.350

LEGAL FRAMEWORK

HISTORY

Prior to 1975, many students with special needs received either no education or inappropriate education in the American public school systems. There were no rules requiring the provision of special education services. In fact, the classification system still used terms like "imbecile" and "idiot" when referring to the ability levels of children. In order to provide adequate services to students with disabilities, landmark legislation in the form of PL94-142, the Education for All Children Act, was passed and tied to the acquisition of federal funding. Language has changed, the law has been revised and renamed, and dispensing funds has been made largely a responsibility of the state, but the basic tenets of the 1975 law still direct the provision of special education services. Many of the mandates this law proscribes are inherent in the Admission, Review, and Dismissal Committee meeting process. These meetings, as the name implies, place students in special education, design and review the services they are to receive, and dismiss the students from special education when/if services are no longer necessary. Since funding now flows from the federal government through the state to local education agencies (us), many of the forms and rules to which we adhere are actually designed by the state. The state law is generally more specific than the federal law, and local board policy may be even more specific. These procedures are based on compliance to each of the governing bodies, and are designed to offer operating practices which reflect this compliance.

ORGANIZATION

Much of the success of the ARD process is determined prior to the actual convening of the meeting. *Physical environment, punctuality, preparation, and attitude all speak loudly to the committee members, especially those who are not as familiar with the school setting. Some suggestions regarding setting a positive tone for the meeting follow.*

PLACE

Select a place that is convenient and familiar to the participants, especially the parents. This will usually be the campus on which the student is served, or the student's home campus. Be sure the correct location is listed on the ARD invitation. It can be very frustrating to arrive at the wrong location, and these frustrations seep into the meeting.

When choosing the place, also consider the room to be used. It should be large enough to comfortably include the participants and the requisite furniture - a chair for each participant and a large enough table to comfortably accommodate the chairs. When parents, school personnel, and other parties attend the ARD, it is possible to need space for more than a dozen people. An additional consideration when choosing the room is confidentiality. The school library may be the most attractive and comfortable setting on the campus, but unless the library will be closed to all traffic and the librarians out of the library, holding an ARD there would breach confidentiality. The room needs to be appropriate in size and private. Additional considerations could also include availability of electrical outlets, ventilation, heating and air conditioning, and some sort of "entertainment" for small children who accompany their parent. While it is preferable not to have a telephone in the room, one nearby is convenient. If you anticipate the potential for disruptive participants at the ARD, you may want to make some contingency arrangements in

advance. A simple, yet thoughtful use of the space available is for some school personnel to sit next to the parent, thereby avoiding an 'us against them' appearance.

PUNCTUALITY

Key components in the process of holding an ARD often revolve around feelings, not issues. Parents may be intimidated, upset, grieving, or embarrassed even before the ARD, so think how much it can compound their negative feelings if we inadvertently project the image that the meeting concerning their child is not important to us. The most frequent complaint from parents is that they had to wait. Please try to be prompt and plan your time to remain throughout the ARD. This is especially true of administrators, since parents rightfully see them as the most influential member of the committee.

OTHER TIPS

- Set norms and make introductions before the ARD begins
- State the date and purpose of the meeting
- Let the ARD form serve as your agenda
- Discuss each item on the ARD form, in the order presented
- Provide participants with a blank copy of the ARD form to help them orient to the order of discussion
- In difficult situations, consider using a non-voting chairperson
- Always make a statement about "progress" and review IEP goals
- Remember that individualization is the foundation of Special Education
- "We don't have...do that...provide _____, etc." is not a good answer
- DO NOT call other students by name in an ARD
- Avoid "educationese"
- Use "yes-but" statements
- Search for positive information to share about the child
- Participate appropriately - include both talking and silence
- Be prepared - for instance, have pre-ARD staffings when needed
- Confine ARD discussion to areas over which the ARD has jurisdiction. For instance, some concerns about discipline, etc., are administrative issues, not ARD issues.

 *Special Education is full of acronyms. Here's one more to guide us in the planning and implementation of the ARD process - PAL: be Prepared, keep a positive Attitude, use understandable and supportive Language.*

DOCUMENTATION

Careful attention to the completion of ARD forms documents compliance to the laws we must follow and clearly directs the educational program for the students. Other documentation, such as IEP drafts or teacher data, should be factual and nonjudgmental. Adequate documentation guides the delivery of quality educational services and helps to prove that we delivered. Hopefully, becoming more comfortable with this process will make documentation seem less burdensome.

LEGAL COMPLIANCE ISSUES

Rules and Regulations for Providing Special Education Services, a "side-by-side" comparative document, details federal and state law and commissioner's rules. The laws are presented in a format whereby the federal law is listed in the left-hand column, descriptive state law in the center column, and commissioner's rules in the right-hand column. Please note that often no information is present in one or the other of the state columns. This is due to the fact that in the July 18, 1996, revision of the *Rules*, the state has often deleted specific statutes and refers back to the federal law. On the surface, this appears to generate more freedom for the individual districts. It does in fact do this, but with this freedom comes the added responsibility to continue to meet the needs of all students - with less guidance in doing so. It is important then to resist the temptation of thinking that reduced requirements translate into reduced services. In reality, things remain the same: we are charged with the responsibility of serving students' needs. We simply have a little more freedom, and a lot more responsibility, in the provision of these services. Two examples of this are the areas of mandated vocational testing and "failure" review ARDs. Neither is automatically required any longer, but we are required to know why and correct problems when students experience failure, as well as provide vocational testing on an individually determined basis.

PROCEDURAL SAFEGUARDS

It is the responsibility of the school to provide parents with information regarding their rights and the rights of their child in the provision of FAPE. This is done by distributing copies of the *Procedural Safeguards* document to parents/adult students at frequent and specified times. Parents will often be reluctant to accept yet another copy of the same information, but we must explain that this is our legal obligation and distribute the information again. At the original, (first time in our district or initial placement into special education), distribution of the *Procedural Safeguards* pamphlet, a parent signature is secured on the *Receipt for Explanation of Procedural Safeguards*. It is also important that someone, usually the diagnostician, review the information in the pamphlet with the parent; this is required by law and provides the parent with due process rights and other information. Each other time that the pamphlet is distributed, its distribution must be logged on the *Distribution Log*, (kept in the student's campus and audit folders) and documented in appropriate places on the ARD forms. With this type of information, we are much better served to over-distribute and over-log, than the opposite. Always distribute and log the distribution of the *Safeguards* pamphlets - any time you test, ARD, or really even confer with parents.

*** In actuality the right to FAPE (Free Appropriate Public Education) belongs to the child, not the parent; this is the reason that certain decisions which find the school and the parent in disagreement must be made by the school and in the best interests of the child.*

PARTICIPATION

Law requires that parents have reasonable opportunity to participate in ARD meetings. We are also required to invite, and to extend the same rights as to a parent, the adult (18 and older) student. At the magic age of 18, the student's role reverses with the parent's in the ARD process, unless a special court procedure awarding guardianship has transpired. Students who have participated in the ITP process must be present at the ARD which reviews the ITP, or the reason for their absence must be documented on the Transition Supplement. Another unique feature regarding parents especially pertains to us, since we have a residential care facility in our district (Boys/Girls Country). If a child is a ward of the state, i.e. CPS, etc., we must provide a surrogate parent who will assume the role of parent

CONTINGENCIES

in ARD and other school meetings. If a child's parent retains custody and can be located by the facility, and the facility secures a notarized statement from the parent giving a named employee of the facility the right to participate in ARD meetings for their child, we are not required to secure a surrogate. The named person participates, signs as "other", and we note that the parent was not present but will be notified of the results. Parents are invited to all ARDs and informed of the results by mail even though we know prior to the ARD that they will not be able to be present. This part of the ARD process is documented by the completion and distribution of page 2, *Notice of ARD Meeting - Invitation*, which is to be signed and returned by the parent.

It is vital that a parent signature is secured on page 2 of the ARD invitation. This signed form should be filed in the student's audit folder. This documents that parents were invited and that they agreed to, or provided direction about the time of the ARD meeting; including waiving their right to five school days' advance notice. If this form has not been returned, please secure a signature on same at the beginning of the ARD meeting. Since parents have the right to a reasonable opportunity to participate, three documented attempts to include parents must be made prior to conducting an ARD without a parent. Attempts to secure parent participation are to be documented on page 2 of the ARD invitation. Parents may also participate in the ARD process via telephone if it is impossible for them to attend in person.

**** Please note the importance of dates when filling out special education forms. Guarantees concerning time/dates are integral parts of the legal rights of students and parents. Filling in dates on the forms may seem like a small issue, but it is vital. Again it will help to document compliance to legal requirements.**

Several additional required components of the ARD process are documented on the *Invitation*. The purpose of the meeting, who is invited, information to be reviewed, options attempted prior to calling for an ARD, and a contact person are all listed on this form. As with most of our forms, this form is three-part NCR paper, used so that copies of the same information can easily be distributed. The careful and thoughtful completion of this form is very important, since it sets the agenda for the ARD meeting. Only those items listed on this form are open for discussion at the ARD unless the parent agrees at the beginning of the meeting to add items to the agenda.

Invitation, Page 2, also provides for documented alignment to legal rights concerning time. Since parents are afforded reasonable opportunity to participate in ARD meetings, they are entitled to at least five school days' notice prior to the proposed date of the ARD. The only way in which an ARD may take place with less than five school days' notice is if the parent waives the right to his/her advance notice. The parents may also decline to participate and authorize the ARD Committee to proceed without their presence. This form documents these issues. A signed copy of this form **MUST** be secured for each ARD meeting scheduled. In order to accomplish this, take extra blank forms to the ARD and get parent signatures prior to the beginning of the meeting, if necessary.

The ARD invitation sets the agenda for the meeting. Please note that items not listed on the agenda may only be discussed if the parent/adult student agrees to add these items to the agenda. Also, certain areas are administrative and not the jurisdiction of an ARD Committee. ARDC discussion should be limited to areas over which the Committee has control.

It is acceptable to send home ARD invitations with the student if the information is in a sealed envelope. Best practice is to contact the parent by telephone to schedule the meeting and send the paperwork home when the parent is already anticipating its arrival. It is also acceptable to mail ARD invitations, and in situations when parent contact is difficult, this may be the preferred option. Legally, a stamped letter mailed to the address in a student's records is considered to be adequate notification and can be assumed to have been received. Occasionally however, the most prudent course is to mail invitations via registered/certified mail.

Another component of the ARD is participation by teachers who have knowledge about the child's functioning in school. Many teachers want to be a part of the ARD meetings concerning the students in their classrooms and, if the campus so chooses, this is perfectly acceptable. It is not always practical, though, especially in the upper grades, since each child may work with a number of teachers and the ARDs may not always be able to be scheduled at a time when all the teachers are available.

According to legal requirements, a special education teacher certified or qualified to provide services in the child's suspected areas of disability must be a part of the ARD Committee, and a general education teacher may also be included. A general education teacher must be present at ARDs when inclusion in general education settings is occurring or is anticipated.

Since all the teachers who work with a child should have access to providing input for the ARD, staff ARD invitations are sent with as much advance notice as possible. This notice names the student and identifies the purpose, time, location and participants of the ARD. It also includes a comments section for teachers to make written comments and return them to the campus diagnostician prior to the ARD. This comments section provides a vehicle for all teachers to participate in the ARD process. It is very important for teachers to recognize the importance of this form (and use it for its intended purpose, in accordance with FERPA).

Another factor of compliance that the Staff Invitation documents is that the ARD is duly constituted, or includes all the required participants. The ARD Committee must include a representative from the school who can commit district resources (administrator or designee), the parent and child (when appropriate), a special education teacher who is familiar with the child's progress and needs, a general education teacher, and a diagnostician if assessment is reviewed. Other participants may be required for particular circumstances. The invitation documents who was invited, and the signature page documents those who actually participated.

ARD PROCESS

The ARD process is the responsibility of the campus diagnostician unless otherwise noted.

FORMS

ARD forms document compliance to the guarantees of FAPE. Forms used in this District are based on state forms and are very similar to forms used in many other districts. The sequence of events of a correctly convened and conducted ARD is detailed in the ARD forms, so proceeding through the items in order of presentation ensures compliance. **EVERY** item on the form must be addressed at each ARD. These forms should be considered dynamic and subject to change. Each time a law changes, or an existing law is interpreted differently, the forms must reflect these changes. We also strive to constantly reduce redundancy and the volume of paper required to document the special education process. These issues do generate occasional changes to forms; campus diagnosticians will be aware of any changes and will make current forms available to their campuses. A description of the function each of the sections of the ARD forms follows in order of occurrence.

ELIGIBILITY

Students must meet TEA criteria for one or more of several recognized disabilities to be eligible for special education services. This eligibility is determined by the assessment process, and documented on the ARD form. The assessment also identifies the student's areas of strength and weakness. *Please note that these areas precede the development of the IEP and discussion concerning placement.*

IEP DEVELOPMENT

The development of educational goals and objectives (IEPs) is the central component of the ARD - it is in fact, the reason for having an ARD. Teachers may bring proposed IEPs to an ARD meeting, but the ARD Committee must approve the goals and objectives, and all participants must have opportunity to participate in the IEP's development. ARD minutes should reflect that the draft was accepted and that parents had an opportunity to add, delete, or change objectives. The IEP must be developed and approved within the ARD meeting, not after the meeting concludes. Careful attention to the development of the IEP is crucial. Goals and objectives should reflect assessment, should be attainable and measurable, and should be few enough in number to be adequately addressed by instruction.

LRE, SCHEDULE OF SERVICES, AND RELATED SERVICES

The ARD form also documents placement discussion and the attempts made to keep students as close to their general education age-mates as possible. Related services, such as transportation or occupational therapy, must be requested by the ARD based on a need to help the student benefit from his/her educational program. Each annual ARD must discuss the student's need for Extended Year Services. EYS is only necessary if a student would experience severe regression in a critical life skill without the service. (Severe regression is generally defined as loss of skill that would take longer than six weeks to recover). There are specialized forms necessary for the provision of related services and EYS. Campus diagnosticians can help with the completion of these.

PLACEMENT

The forms also delineate where the services designed by the ARD will be provided. Please note the location of this item near the end of the ARD process. It is a common mistake to jump ahead to placement discussion, but the guarantees of FAPE dictate that the IEP generate placement, not the other way around. Please exercise caution to be certain that placement is discussed only at this point during an ARD. Also, Special Education services are to be provided based on educational need, not cultural diversity or lack of educational opportunity.

SIGNATURES

Signature pages document participation, agreement, and the deliberations made during the course of the meeting. Voting members of the ARD sign and vote "agree" or "disagree" above the shaded line. All other participants sign below the shaded line. They may also vote, but their opinions are not necessarily considered in the process of reaching consensus. Consensus usually means that the parent and the majority of the school personnel agree. Anyone who does not agree is required to write a dissenting statement explaining their reason for disagreeing prior to leaving the ARD. If an ARD fails to reach consensus, a ten-day recess may be called in order to give parties time to gather more information directed toward reaching consensus. Should this occur, please contact the Special Education Department for assistance.

MINUTES

The minutes, or deliberations, may be the single most important piece of information in the ARD process. The minutes are a narrative record of the ARD meeting. In case of court intervention or mediation, minutes often become the pivotal document. Minutes should be factual, objective, and reflective of the discussion in the meeting. Personal comments and judgmental statements should be avoided. Usually the diagnostician will complete ARD forms and record the minutes. Often parents choose to tape record the ARD meeting. This is their right; however, if a parent records the meeting, it must be done with the knowledge of the other participants and the school should also tape record the proceedings. Since tape recording is generally regarded as adversarial, it is considered best practice to avoid taping unless the parent initiates it. **ALL** ARD meetings should include written minutes and the minutes should be read to the ARDC prior to calling for signatures.

**** Law requires that copies of ARD paperwork be distributed to parents in a reasonable time after the ARD. "Reasonable" is defined as 45 days or less. It is recommended that the time frame for supplying copies to parents be much shorter than 45 days; however, it is important to note that forms do not have to be distributed the day of the meeting. This is especially important when minutes have been taken in a form of "personal shorthand", and need to be transcribed. Please note that changes cannot be made to ARD forms, but that spelling and grammar mistakes can and should be corrected.**

ARD RESPONSIBILITIES

Special Education Teacher

- Review the Assessment Report and/or sending district report (transfers) prior to the ARD.
- Keep a supply of ARD forms in your classroom. If there is more than one teacher in your building, designate a specific *classroom* for your ARD forms. It is best to keep ARD forms in a classroom rather than in an administrator's office.

Forms needed: Blank IEP (ARD-3 SP-23)
 Modifications IEP (ARD-4 SP-23 AND ARD-5 SP-23)
 Content Mastery IEP (CONTENT MASTERY ARD-3 SP-23)
 Mainstream IEP (MAINSTREAM ARD-3 SP-23)
 Special Education Conference forms (SP-1)

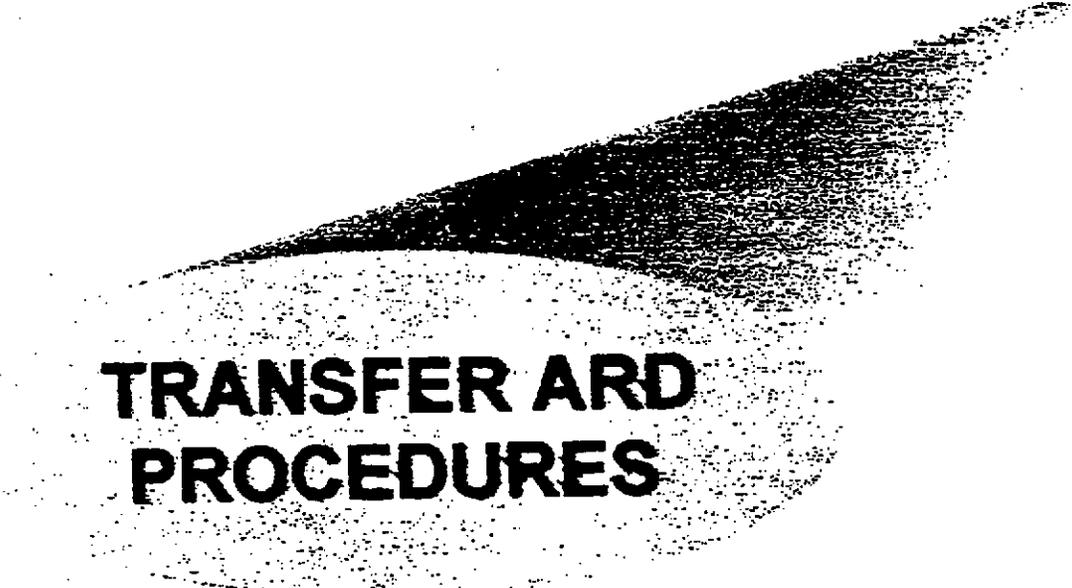
- Let your building administrator know two days prior to the ARD that you will need someone to cover your class if the ARD must be scheduled during your class time.
- ARD preparation procedures:

Complete all headings on CLASS IEPs.
 Remind all educators who work with the student of the scheduled ARD.
 Obtain grade averages and work samples from staff members. Be prepared to discuss student's strengths and weaknesses.

- Bring the following to the ARD:

Black pen
 Current grades (all classes)
 Current report card
 Current behavior reports
 Any updated testing - CLASS, Brigance and/or informal testing
 Completed Competency Report (ARD SP-119)
 Completed Alternative Assessment Report, if appropriate (SP-160)

- *Note: It is your responsibility to coordinate your student's progress, to update testing, read reports and arrive at the ARD with completed headings on draft IEPs. Diagnosticians will no longer complete your IEPs during ARD meetings.*
- Last, but not least, please be on time for the meeting and be prepared to start your comments with a positive statement about the student.



**TRANSFER AND
PROCEDURES**

TRANSFER ARD

Transfer ARDs are usually arranged and conducted by campus counselors. A transfer ARD must be "duly constituted", that is, all required participants must be present. The required participants are the parent/adult student, the administrator or designee, and a special education teacher. A general education teacher must also be present if inclusion is planned. The most frequently absent member(s) of the transfer ARD is the teacher(s). It is very important that all required persons participate and that the parent actually be told "this is the transfer ARD and _____ will represent instruction, _____ will represent administration, etc., so that the presence of each required party is noted. The presence of each required participant should also be reflected on the signature page of the ARD, so please be sure signatures of the participants are secured at the meeting. Careful attention to having the ARD representatives physically present at the meeting is prudent as well as legally required. Do not just collect signatures after a meeting with the parent - have all the members assembled. The meeting may need to be scheduled for the next day, etc., to make this possible; that is completely acceptable.

All forms in the transfer packets are needed for permission to test and to document the ARD process in its entirety. The forms include a two-page ARD invitation, the two page Transfer ARD form, Consent for Initial Placement, Consent to Request Confidential Information, Receipt of Procedural Safeguards, Consent for Comprehensive Individual Assessment, Home Language Survey and Notification Regarding Student Education Records. These forms require parent/adult student signature. The process for their completion is listed on the attached Transfer Student Procedures.

Please review the attached procedures and contact the diagnosticians for additional information.

TRANSFER STUDENT PROCEDURES

Please note: A transfer ARD must be a duly constituted ARD with at least the following personnel participating.

- Administrator or designee
 - Instructional representative of special education
(General education teacher required also, if inclusion into general settings is being planned)
 - Parent/Adult student
1. Obtain a signature from parent on Consent to Request Confidential Information (SP-19). Do so even if the parent brings school records. Obtain a complete address and phone number from school when calling to verify special education placement.
 2. Verify special education placement by calling the sending school to verify services and reviewing parent copies of current records (if available). Verify handicapping condition(s), date(s) of last assessment(s) and information regarding schedule of services.
 3. Distribute and explain Explanation of Procedural Safeguards leaflet and collect signed Receipt of Procedural Safeguards and log on Distribution Log.
 4. Complete Staff ARD Invitation.
 5. Complete 2-page ARD invitation and have parent sign five-day waiver.
 6. Conduct a transfer ARD by completing the 2-page transfer ARD form (SP-23T). Have parent and all ARD participants sign ARD.
 7. If student requires special transportation, complete the Special Transportation forms SP-153A page 1 and 2, SP-306, and Related Service Eligibility form SP-20 and have parent sign. Call Special Services and fax or deliver transportation's copy to the Transportation Department. Explain to parents that routing may take up to three days before bus service can begin.
 8. Have parents sign and/or complete the following:
 - Receipt for Explanation of Procedural Safeguards
 - Consent for Initial Placement (SP25A)
 - Consent for Comprehensive Individual Assessment (SP-2A, PAGE 2)
 - Home Language Survey (SP-REEVAL-10)
 - Parent Information Form (SP REEVAL-7, 8, & 9)

- Medicaid letter, questionnaire, and Release of Information for Medicaid Reimbursement if student receives Speech Services.
 - Notification Regarding Student Special Education Records (SP-78)
9. An ARD meeting does not register a child in school. Remind parents to check with school nurse/registrar concerning immunizations, including TB test, and meal program eligibility enrollment.
10. If all forms are complete and ready for distribution separate the transfer ARD Forms and other NCR forms. Send the white originals to the Special Education office, keep yellow copies for the school file, and give the pink copies to the parent/guardian/adult student. Make a copy of all non-NCR forms for the school file and send originals to the Special Education office.

Diagnosticians:

- If services such as speech or related services (OT, PT, counseling) or Speech services are indicated, please complete the ARD/IEP Recommended Referral/Services form (SP-39) and send to Special Education for distribution.
- Special Education staff members will request special education school records, track the 30-day time-line (Transfer Report Review (SP-138), and schedule the permanent placement (30-Day) ARD.
- Special Education staff members will complete PEIMS data form. Attach gold copies of ARD to PEIMS data form and send to Special Education for entry into computer.

TRANSFER RECORDS

Most records requested from other districts come to the Central Special Education Department office. When they arrive, the Appraisal Secretary immediately date stamps and logs in their receipt and makes copies for the campus. These copies are then sent in a sealed envelope to the campus diagnostician. When the diagnostician receives student records, this is a signal to do three things:

1. Place student records in the student's campus folder. This becomes the folder that will also hold school copies of ARDs, notices of ARDs, etc., that may need to be transferred with updated IEPs to the audit folder at the end of the school year. A campus file should contain copies of the most recent testing, copies of the current IEPs, and copies of any other pertinent data that may be needed for ARD preparation. Audit files must remain at the Central Special Education office.
2. Copy appropriate IEPs, behavior management plans, and modification sheets and distribute to the student's teachers. Log distribution of these on the log already in progress on your campus, usually kept by the Content Mastery teacher.
3. Schedule the 30-day (Permanent Placement) ARD as soon as all necessary paperwork is ready. It is not mandatory to wait the entire 30 school days if all the necessary documents and testing are ready; this is especially true if a student is experiencing difficulty.

Additionally, if records arrive at the campus from a source other than Waller Special Education Department, please immediately forward the originals to Central Special Education, attention Appraisal Secretary. The secretary will return a copy to the campus Diagnostician.

SURROGATE PARENTS

In the event that no parent or guardian can be located, or if a child is a ward of the State, school districts must provide trained surrogate parents for the child. The surrogate parent's role is designed to protect the child's right to a free and appropriate education (FAPE).

Those person who may serve as surrogate parents should:

- have no conflict of interest with the student
- not be employed by the District
- possess the skills and knowledge to adequately represent the interest of the child, and
- be trained in the Special Education Process.

Process for Providing Surrogate Parent

1. Annually, and through-out the school year, the district will identify students who may be in need of surrogate parents by contacting the school counselor.
2. The Director of Special Education will select surrogate parent candidates.
3. The Director of Special Education will train surrogate parents annually, in February, and review specific student needs with the appointed surrogate.
4. The Director will notify campus principal and campus diagnostician of surrogate parent appointment so that the surrogate may be invited to all school and/or Special Education meetings pertaining to the child.

Surrogate parents may be provided a stipend, or may be volunteers. Those available in this district volunteer their services.

PARENT DESIGNEE

In certain circumstances, parents can be located, but will not be able to participate in the educational process for their child. In this case, a parent may designate another person to represent them in making educational decisions for their child. The parent must submit a notarized letter identifying the person or persons BY NAME who may represent them. The school will continue to invite the parents to all special education meetings and inform them of the results. The parent designee will also be invited to attend special education meetings, and to participate in making educational decisions, but will sign ARD documents as "Other", rather than as parent.

This process is utilized in securing/allowing Boys/Girls Country representatives to participate in ARD meetings.

PROCEDURES FOR PROVISION OF SERVICES FOR STUDENTS PLACED BY THEIR PARENTS IN PRIVATE SCHOOLS

CONSULTATION WITH REPRESENTATIVES OF PRIVATE SCHOOL STUDENTS

Adequate communication is maintained with private schools located within the geographical boundaries served by the District to ensure that the needs of private school students are considered when present programs and services are expanded or new programs and services are initiated and that private school students are given a genuine opportunity to participate in special education programs, when appropriate.

BENEFITS/SERVICES FOR PRIVATE SCHOOL STUDENTS

All Texas Education Agency requirements concerning referral, assessment, determination, and provision of needed special education services are applicable to those students placed by their parents in private schools.

- When the Special Education Department receives an individual referral for a student enrolled in private school, it is the responsibility of the private school to ensure that prior notice and consent as outlined in Texas Education Agency's guidelines are fulfilled. When such referrals are being made by the private school, the Special Education Department requires that the private school fulfill these responsibilities.
- For both referral and individual assessment, the private school is advised that the Special Education Department may need to review the private school's records concerning the student and that it is the private school's responsibility to adhere to required procedures for the confidentiality of educational records.
- The Special Education Department provides private school personnel the opportunity to participate in/or provide input to the Admission, Review, and Dismissal Committee when the needs of private school students are being considered. A representative of the private school participates as a member of the Admission, Review, and Dismissal Committee at the invitation of the Special Education Department or as the parent's designated representative. The private school personnel may also be invited to attend the Admission, Review, and Dismissal Committee meeting as resource personnel.
- If the Admission, Review, and Dismissal Committee determines that a private school student is eligible and in need of special education instruction and/or related services, the parent may choose to enroll the student full-time in the public school. If not, the school district of

residence may make special education services available on the basis of dual enrollment. Dual enrollment is necessary to ensure that the student is counted for available state and/or federal funding.

Based on the services and amount of time needed to provide those services as set forth in each student's individual educational plan, the school district of residence chooses from the following arrangements for dual enrollment:

1. Enroll the student for at least four consecutive hours per day and count the student for both full state ADA and full federal funding (annual child count);
 2. Enroll the student for at least two consecutive hours per day and count the student for at least one-half state ADA and full federal funding;
 3. Enroll the student for any amount of time needed less than two hours per day and count the student only for full federal funds. This arrangement may be needed frequently when only related services are provided.
- The location and delivery of the instructional and/or related services specified in the individual educational plan is determined based on least restrictive environment and the policies and procedures of the Special Education Department.
 - The Special Education Department is responsible for the employment and supervision of the personnel providing the services, providing the needed instructional materials, determining the appropriateness of facilities in which the services are provided, and maintaining pupil accounting records.
 - The Special Education Department incurs the same record/pupil accounting responsibilities for the student who is under dual enrollment as for the student enrolled only in the District.
 - The District will provide opportunities for the private schools to attend all staff development which pertains to Special Education.

TRANSPORTATION

Students placed in a private school by parent choice are not eligible for state funded special transportation services. The Special Education Department provides special transportation only when the Admission, Review, and Dismissal

CONTINGENCIES

Committee determines that student's handicapping condition(s) warrants the services in order for the student to receive the special education instruction and/or related services under the conditions set forth in the individual educational plan.

*The District's responsibility to students unilaterally placed in private schools is limited to a share of the federal funds available to that district. The formula for allotting the appropriate share of funds is determined by consultation with the education service center pending release of a specific formula by Texas Education Agency.

Certified Personnel – 300.23 – 300.136

Personnel Standards

1. Appropriate professional requirements for West Houston means that staff requirements:
 - a. Are based on the highest requirements in the state applicable to the profession or discipline in which a person is providing special education and related services: and
 - b. Establish suitable qualifications for personnel providing special education and related services
2. Highest requirements applicable to a specific profession or discipline means the highest entry-level academic degree needed for any state approved or recognized certification, licensing, registration or other comparable requirements that apply to that profession or discipline
3. Profession or discipline means a specific occupational category that:
 - i. Provides special education and related services to students with disabilities
 - ii. Has been established or designated by the state of Texas or the Texas Education Agency
 - iii. Has a required scope of responsibility and degree of supervision
4. State-approved or recognized certification, licensing, registration, or other comparable requirements that a State legislature either has enacted or has authorized a State agency to promulgate through rules to establish entry-level standards for employment in a specific profession or discipline in that State.

Examples of Certified personnel include:

Certified Special Education Teachers
Certified Speech/Language Pathologists
Educational Diagnosticians
Licensed School Psychologists
Licensed Occupational Therapists
Licensed Physical Therapists
Licensed Psychiatrists
Licensed Social Workers
Licensed Physicians
Audiologists

Transition Planning – 300.29

TRANSITION SERVICES

Transition services are a set of activities, coordinated by the school, designed to plan for the provision of services necessary to prepare students enrolled in special education for a successful transition to life outside the public school. Legally, Transition planning must begin at age 16, younger if the student's needs so dictate, and should involve appropriate adult service providers. Appropriate planning may include post-secondary education, vocational training, supported employment, independent living, and community involvement. A written transition plan is developed in a meeting separate from the ARD Committee meeting. Those who should participate are specified in a State Memorandum of Understanding. It is important to note that the determinations of an ITP meeting are advisory in nature and to be used to help plan the IEP, but are not in and of themselves legally binding. A 30-day Notice of the ITP meeting must be sent to the parent/guardian or adult student, and agencies invited to participate (ex: MHMR, TRC, or Trade School representatives).

Experience has shown us that parents and students need additional time to process issues and formulate ideas and goals. Therefore, Waller Independent School District has chosen to begin the transition planning process at age 14 or 8th grade.

A statement of transition in the form of a letter and copy of an informational hand-out is presented at each student's 7th grade annual ARD or age 13, to allow parents to prepare for the upcoming transition planning process. ARD minutes must reflect this statement.

All decisions for which the school holds responsibility should be reflected in the Student's IEP.

THE INDIVIDUAL TRANSITION PLAN

A key element of transition planning is the development of an Individual Transition Plan or ITP. A good ITP meeting will:

- Maximize the student's participation and independence in the community.
- Identify potential service and support needs after graduation.
- Identify community services and resources.
- Outline or complete the steps required to access services.

1. Begin by clarifying goals with the following questions that the student and parent need to consider before going to an ITP meeting:

- What does the student want to do after graduation?
- What basic skills will the student need to live independently?
- What skills will the student need to obtain a job?
- What support services will be necessary to achieve full integration and participation in the community?
- What health needs will the student have?
- What training is available after school years?
- What job assistance is available?
- What types of living alternatives are available?
- What will the student do to access recreation in the community?
- What guardianship requirements exist, if any?

The following is a suggested checklist that can help to ensure the development of an effective Individual Transition Plan.

- Clarify and prioritize your goals.
- Write them down on paper to take to the meeting
- Collect and bring any paperwork from the Social Security Administration that clarifies student's current status.
- Organize your input.
- Obtain a copy of the previous ITP.
- Get to know the key people that you want to be involved in the development of the ITP, such as the local Vocational Rehabilitation counselor or the Mental Health/Mental Retardation caseworker.

- Bring a copy of the service plan, if you/your child has already been declared eligible for agency services.
 - Consider getting to know an employer in the community and perhaps invite him/her to the meeting.
 - Approach meetings on Transition Planning as a collaborative team effort. Be prepared to provide information supporting your position
2. Establish positive relationships with the people who will be attending the ITP meeting. This will help to ensure open lines of communication and positive outcomes. Other specific issues that need to be considered during the ITP meeting are:
- Are student needs the focus of the transition planning meeting?
 - Do student needs determine services, not vice versa?
 - Are all present, including student and parent, encouraged to provide input, and is such input valuable?
 - Have those present committed to shared responsibility for planning and program implementation?
 - Was parent or guardian attendance and participation considered essential?
 - Were decisions made through consensus versus majority vote – with decisions made at the planned meeting, and no predetermination of services ahead of time?
 - If those present disagreed with the proposed program or services, did they suggest opinions for consideration?
 - Was student and family confidentiality maintained by all those present?
 - Was the original vision for the student's outcomes incorporated into the plan?
3. Write down all the recommendations made at the meeting. After the ITP meeting . . .
- Stay involved in school programs
 - Keep in touch with the individuals that play an important role in the student's transition plan.
 - Give positive feedback whenever possible.
 - Use follow-up meetings for whenever questions arise, or some new information becomes available that may affect the outcome of the student's transition plan.

What if the school district, parents, and student cannot agree on the statement of transition services in the student's IEP?

The IEP team should discuss any disagreements and attempt to resolve them informally. If either the family or the school district disagrees with the proposed IEP, either the parent or the school district may request an impartial due process hearing from the state Special Education Hearing office.

What if a participating agency fails to provide agreed upon transition services that are listed in the IEP?

If a participating agency agrees to provide transition services and then fails to do so the school district must initiate a meeting, as soon as possible, to identify alternative strategies for meeting the ITP goals. The school district retains ultimate responsibility for ensuring that transition services are provided, but the statute does not relieve any participating agency, including a state vocational rehabilitation agency of the responsibility to provide or pay for any transition services that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency. [20 U.S.C. Sec. 1412(a)(12)(B).]

What if the school district fails to provide transition services that are listed in the IEP or ITP?

When the educational agency appears to have violated a part of special education law or procedure (for example, fails to provide transition services which are written in the student's IEP) a parent, individual, public agency or organization can file a complaint with the Texas Education Agency (TEA). To file a compliance complaint with the TEA, write to:

Complaint Management and Mediation Unit
Special Education Division
Texas Education Agency
W. B. Travis Bldg.
1701 N. Congress Ave.
Austin, Texas 78701

If you have any questions about this, please contact someone at the numbers listed below.

Harris County MHMRA
2850 Fannin Street
Houston, Texas 77002
(713) 750-5715

WEST HOUSTON SCHOOL
14333 Fern
Houston, Texas 77079
Phone: 281-497-7420
Fax: 281-497-4775
Email: [REDACTED]



**Transition Services Info
for Parents**

What is an individual transition plan (ITP)?

The Individual Transition Plan (ITP) is a term used to describe the written plan designed to help prepare students for passage from school to post-school life. [See Cal. Ed. Code Sec. 56026(c)(4)(C); see also Cal. Ed. Code Sec. 56345.1 and 20 U.S.C. Sec. 1402(30).] The ITP must be based on the student's needs, preferences and interests and it must reflect the student's own goals. Objectives, timeliness, and people responsible for meeting the objectives should be written into both the IEP and the ITP.

What are transition services for students in special education?

Transition services for students in special education are services that help students move from school to work and adult life. They should reflect the student's own goals for his future.

The law defines transition services as: a coordinated set of activities for a student with a disability that--

- (A) are designed within an outcome-oriented process, which promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
- (B) are based upon the individual student's needs, taking into account the student's preferences and interests; and
- (C) include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation. [20 U.S.C. Sec. 1401(30).]

Does the school district have to help students with disabilities make the transition from school to work?

Yes. Federal special education law requires that there be transitional planning services for students with disabilities regardless of which agencies provide support or educational services to the student. Beginning at age 14, and updated annually, the IEP must contain a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program). Beginning at age 16 (or younger if determined appropriate by the IEP team), the IEP must contain a statement of needed transition services for the student, including, when appropriate, a statement of the interagency responsibilities or any needed linkages. [20 U.S.C. Sec. 1414(d)(1)(A)(vii).]

A coordinated transition planning meeting (conducted as part of an IEP team meeting) should include representatives of agencies which would serve the student after graduation. The purpose of the plan is to ensure that the student continue to receive the support needed, from the appropriate public and private agency/agencies, to continue vocational training, education services, or find and maintain the most independent level of employment possible.

Various agencies provide continued educational support for students with disabilities after graduation. These include: the Department of Rehabilitation (DR), the Regional Service Centers, College Enabler programs, and other public agencies.

Transitional planning will give you a greater opportunity to become familiar with these community resources. Do not take a passive role in the planning process. Work with your school district to identify and work with the agencies that will assist your child after graduation.

The statement of needed transition services in each IEP must include, where applicable, a statement of the responsibilities of other participating agencies. Remember, however, that the school district remains ultimately responsible for ensuring that these services are provided. Therefore, if a participating agency ceases to provide an agreed upon service, the school district must fulfill that obligation or responsibility, either directly or through contract or other arrangement. See 20 U.S.C. Sec. 1412(a)(12)(B); see also Decision of U.S. Dept. of Education, Office of Special Education and Rehabilitative Services, Vol. 20 Individuals With Disabilities Education Law Report page 536.

When should transition planning occur?

Transition planning can occur at a combined Individualized Education Program (IEP) and an Individualized Transition Plan (ITP) meeting, or an ITP can be developed in a separate meeting. A separate transition planning meeting can be beneficial because it allows more time to focus on the student's desires and preferences. Specific instructions and experiences can be identified to be included in the IEP. Transition planning which focuses on courses of study must begin by age 14 and transition planning which describes specific transition services must begin by age 16. [20 U.S.C. Sec. 1414(d)(1)(A)(vii).]

How do I initiate a transition planning meeting?

A parent or student can initiate a transition planning meeting by making a written request to the student's teacher, principal or special education administrative office. The letter should indicate that the purpose of the meeting is transition planning.

How do I know if the school district will hold a transition IEP meeting?

The school district must send out a meeting notice that:

- (1) indicates that the purpose of the meeting will be to discuss transition,
- (2) indicates that the student will be invited, and
- (3) identifies any other agency that will be invited to send a representative. [34 C.F.R. Sec. 300.345(b)(2).]

How should the IEP include transition services?

The transition IEP should be "outcome oriented." That means that the IEP team should ensure that the coordinated set of transition activities can be designed to lead to a variety of goals, depending on the particular needs of the student. For example, the outcome for a student with moderate mental retardation might be a directly-hired job in a retail store and the ability to live independently in a supported living arrangement. The services for that person should focus on seeking and maintaining a position with the necessary supports and solidifying basic work habits, punctuality and grooming, while developing independent living skills, such as taking public transportation.

When should a special education student begin receiving transition services?

A statement of needed transition services must be included in the IEP by the age of 16 (or at a younger age if the IEP team believes it would be appropriate). [20 U.S.C. Sec. 1414(d)(1)(A)(vii).] Transition statements for students younger than 16 may be particularly important for students with severe disabilities or for those who are at risk of dropping out of school before age 16.

How can students be involved in developing their own transition plans?

Students must be invited to attend any ITP meeting. The meeting should be person-centered so that its focus is the student and her needs and desires for the future. The meeting should be conducted in a manner which enables the student to understand the planning process and to participate fully. [34 C.F.R. Sec. 300.344(c)(1).] The ITP/IEP should be developed in a person-centered format. Goals and objectives in the student's IEP should emphasize the student's preferences, should be written in the first-person format, and include all life areas, such as home, work, community, social, etc.

Who should participate in a transition planning meeting?

In addition to the required IEP participants, the school district is required to invite a representative of any agency that is likely to provide transition services to the IEP meeting. If a representative does not attend, the school district must take steps to obtain the agency's participation in the planning of any transition services. [34 C.F.R. Sec. 300.344(c)(3).] The school district should invite representatives from the vocational rehabilitation agency, the regional center, community mental health, community colleges, and traditional private rehabilitation agencies, as appropriate.

Services to Expelled Students – 300.121 –
300.522

SPECIAL EDUCATION DISCIPLINE SUMMARY ^{CONTINGENCIES}

There are a number of disabilities which may qualify a student to receive special education services. These services are provided in a variety of ways, including Resource, Life Skills, Adaptive Behavior, Mainstream, Homebound, VAC, etc. Regardless of disability or services received, all special education students are provided with procedural safeguards in addition to those provided to general education students in regard to discipline. A brief description of the unique aspects of special education discipline follows. In all cases, it is best to investigate and act within the constraints of the mandates from the outset.

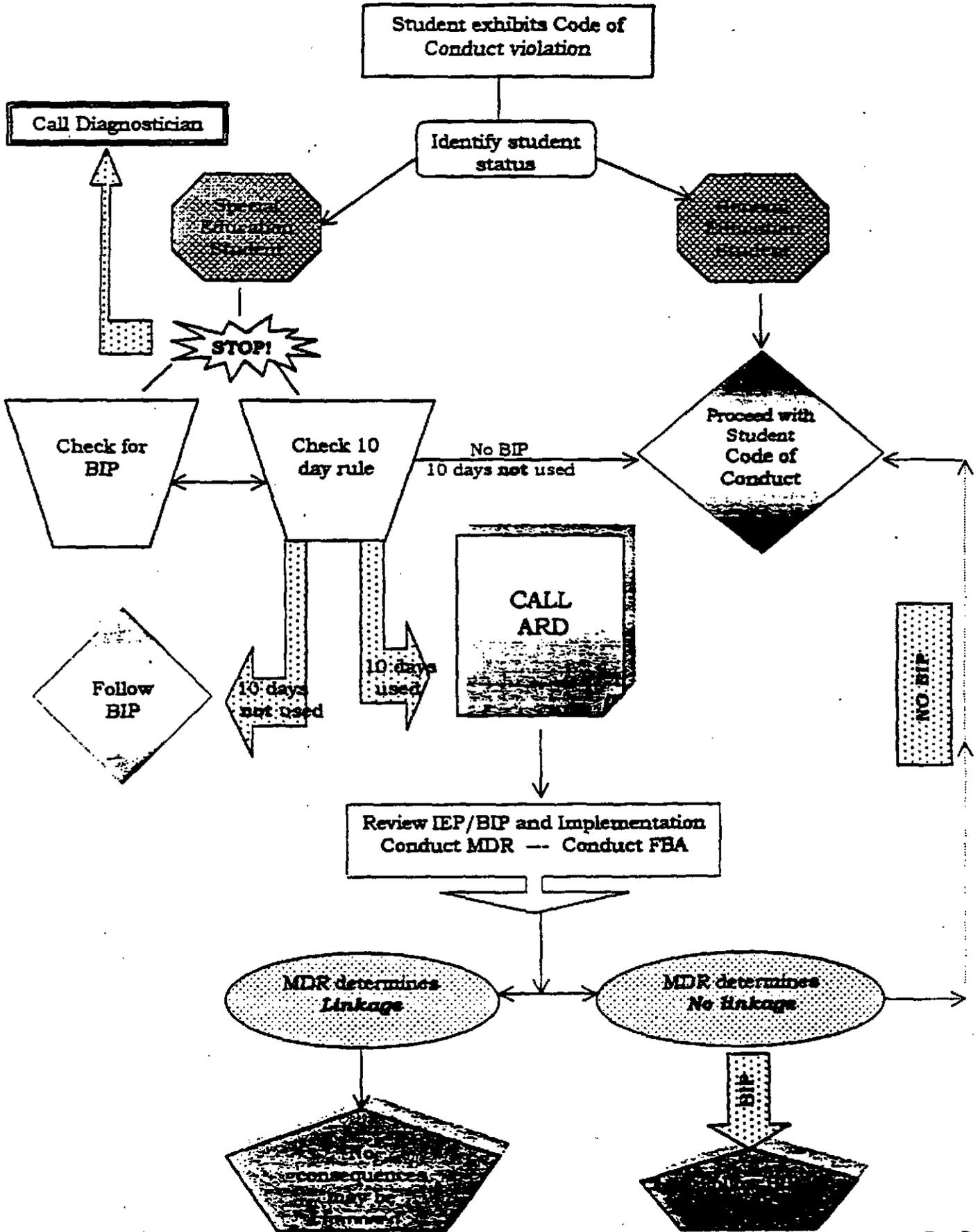
SPECIAL EDUCATION DISCIPLINE

- ❖ Special Education students are expected to adhere to the Student Code of Conduct unless an ARD Committee has written a specific Behavior Intervention Plan (BIP). If a BIP exists, it must be followed.
- ❖ Whether a student has a BIP or is simply following the Student Code of Conduct, there is a maximum of ten days per school year that may be used for disciplinary purposes without review by an ARD Committee. When any special education student has been removed from his/her regular class schedule for an accumulated ten days during the school year, an ARD Committee meeting must be held before disciplinary consequences may proceed.
- ❖ An ARD Committee called to review discipline concerns must look at specific issues and conduct specified tasks. A Manifestation Determination (MDR) decision is required to determine the relationship between the student's behavior and his/her disability. If there is a direct and causal link between the behavior in question and the student's disability, no disciplinary consequences may be imposed. The ARD Committee must also review the student's IEP and BIP if one exists to determine their appropriateness and the appropriateness of their implementation. A Functional Behavior Analysis is also mandated.
- ❖ The only exception is in instances where drug and weapons violations are involved. The student may be removed to the AEP for up to 45 days while the above-described information is gathered. The ARD Committee must convene within the 10-day rule and reconvene to review the information when it has been gathered. If the ARD Committee determines that the student's behavior was not manifested by the disability, then the student may receive the same consequences as a general education student (unless the BIP, if any, specified otherwise).
- ❖ When a cumulative ten days has been reached for any special education student during the school year, this process must be repeated for each additional infraction. Please note that ISS, suspension, and AEP all "count" toward the ten day rule. Even being placed in the hall outside a classroom or office "counts" as part of the ten days!

Special Education Discipline is complex and mandated by both Federal and State Law. We are available to assist in the process. Please contact your campus diagnostician immediately if a special education student has violated the Student Code of Conduct. The diagnostician will either be able to schedule the necessary ARD and proceed or will contact the Special Education Department for assistance. In all cases, it is much more expedient to deal with the intricacies of the process at the outset. This protects the school while it provides students with the protections afforded them.

FLOW CHART Special Education Discipline

CONTINGENCIES



**MANIFESTATION DETERMINATION
REVIEW**

CONTINGENCIES

Student's Name: _____ Date of Report: _____
Disability Condition(s): _____ School: _____

I. Indicate All Sources of Information:

✓	Source	Specify
	Evaluation and diagnostic results	
	Information supplied by the parents	
	Information supplied by school personnel	
	Student Interview	
	Observations	
	Student's IEP/placement	
	Other relevant information	

II. Description of Behavior Subject to Disciplinary Action:

III. Proposed Disciplinary Action:

IV. Behavioral History (include effectiveness of previous interventions, history of current behavior subject to disciplinary action, behaviors addressed in Behavior Intervention Plan, and any changes in behavior).

V. Review of Past Evaluations: (include history of disabilities, essential components of CONTINGENCIES disabilities, and consistency with current behavior)

VI. Summarize New Data Collected: (include precise description of disability, consistency with previous evaluation data, and summary of results).

ARDC DETERMINATION

VII. Address Each of the Standards in the Manifestation Definition:

- *In relationship to the behavior subject to disciplinary action, was the student's IEP and placement appropriate with the special education services, supplementary aids and services, and behavior intervention strategies provided consistent with the student's IEP and placement. (If "No" is checked, the behavior must be considered a manifestation of his/her disability.)*

Yes _____ No _____

Explanation:

- *Did the student's disability impair his/her ability to understand the impact and consequences of the behavior subject to disciplinary action. (If "Yes" is checked, the behavior must be considered a manifestation of his/her disability).*

Yes _____ No _____

Explanation:

- **Did the student's disability prevent his/her ability to control the behavior subject to disciplinary action? (If "Yes" is checked, the behavior must be considered a manifestation of his/her ability).*

Yes _____ No _____

Explanation:

VIII Summary:

Based on the data summarized in this report, it appears that the behavior subject to the disciplinary action which is described above, is _____ is not _____ a manifestation of the student's disability.

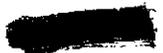
If the ARD Committee determines the behavior was a manifestation of the disability, no disciplinary consequences may be assessed. The ARD Committee may adjust the IEP and/or placement to address the behavior exhibited.

If the ARD Committee determines the behavior(s) was (were) *not* a manifestation of the disability, relevant disciplinary procedures applied to students without disabilities may be applied to students with disabilities.

Regardless of the results of the determination, all special education students must continue to be provided a free and appropriate education (FAPE).

IX Recommendations to ARDC:

- _____ Follow General Education Student Code of Conduct
- _____ Impose no consequences due to direct and casual link.



FUNCTIONAL BEHAVIOR ASSESSMENT

CONTINGENCIES

STUDENT: _____

DATE: _____

Methods (Sources of Data – Formal and Informal, Including Student Observation)

Overview of Results From Methods

OVERVIEW OF DISCIPLINE HISTORY



SUMMARY OF CONSEQUENCES

I. A. Statement of the Problem(s) (Frequency, Intensity, Duration)

- 1.

- 2.

- 3.

- 4.

- 5.

- 6.

B. Possible Antecedents or Precipitating Factors

C. Hypothesis (possible reason(s) for challenging behaviors)

II. A. Behaviors to be Increased



B. Behaviors to be Decreased

CONTINGENCIES

III. A. Recommended Interventions and Preventative Strategies

1.

2.

3.

4.

5.

6.

IV. A. Staff Participants

Other (List):

V. Evaluations

If a formal Behavior Intervention Plan is deemed appropriate/necessary, complete ARD Sup-BMP SP-8, (pages 1 and 2); or if Adaptive Behavior complete BMP SP-165 (pages 1 and 2).

Special Education Representative



TEXAS EDUCATION AGENCY ^{CONTRACT}

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Jim Nelson
Commissioner of Education

September 24, 2001

Ms. Joy Guercio
West Houston Charter School
5618 11th Street
Katy, TX 77459

Dear Ms. Guercio:

Enclosed is a copy of the signed contract for West Houston High School. This copy is for your school files, and the original has been placed in your files at the Texas Education Agency.

I look forward to working with you and your school.

Sincerely,

Mary Perry, Manager
Charter Schools Division

Enclosure

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CONTRACT FOR CHARTER RENEWAL

This contract is executed between the Texas State Board of Education, 1701 North Congress Avenue, Austin, Texas 78701-1494 (the "Board") and West Houston Charter Alliance, Inc., 5618 11th Street, Katy, Texas, 77459 ("Charterholder") for an open-enrollment charter to operate a Texas public school known as West Houston Charter School.

General

1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charterholder" means West Houston Charter Alliance, Inc., the sponsoring entity identified in the charter application.

"Charter school" means West Houston Charter School, the open-enrollment charter school. West Houston Charter Alliance, Inc. agrees to operate West Houston Charter School as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066.

"Agency" means the Texas Education Agency.

2. The Charter. This contract renews the open-enrollment charter granted to West Houston Charter Alliance, Inc. by that certain Contract for Charter attached as "Exhibit A" hereto. The terms of the charter include: (a) this Contract for Charter Renewal; (b) applicable law; (c) the Request for Proposals dated October 1995, as modified and superseded by Charterholder's application for charter renewal; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter renewal, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter or for renewal. For purposes of this paragraph, information is "false" if the person submitting the information knew, or through reasonable diligence should have discovered, that the information submitted was not true.

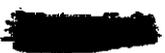
3. Authority Granted by Charter. The charter authorizes West Houston Charter Alliance, Inc. to operate West Houston Charter School subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a violation of the charter.

4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the terms of the

RECEIVED

JUL 06 2001

[Handwritten initials] Initialed by the SBOE Chair on 7/13/2001.
[Handwritten initials] Initialed by the Charterholder Chair on 6/27/2001.
[Handwritten initials] Initialed by the Charterholder CEO on 6/27/2001.



engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from the date of execution through July 31, 2011, unless renewed or terminated; provided that before the end of the fifth year of the contract term, (a) the Board will conduct a review of the school's academic, financial, and compliance record; and (b) the Board and the school will negotiate new or modified contract terms upon completion of such review.

6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.

7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Student Performance. Notwithstanding any provision in Charterholder's application for charter or for renewal, acceptable student performance under Section 12.111(3), TEC, shall be student performance meeting the standards for an acceptable rating as determined by the commissioner of education under Title 19, Texas Administrative Code, Chapter 97, or under the Alternative Education Accountability Rating Procedures, if registered under those procedures.

9. Open Enrollment. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries, and have submitted a timely application, have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated, or using another method approved by the Board.

10. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charterholder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.

11. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charterholder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.

JS Initialed by the SBOE Chair on 7/13/2001.
JS Initialed by the Charterholder Chair on 6/27/2001.
JS Initialed by the Charterholder CEO on 6/27/2001.

CONTRACT

- 12. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
- 13. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

- 14. Fiscal Year. Charterholder shall adopt a fiscal year consistent with Section 44.0011, Education Code.
- 15. Financial Accounting. Unless otherwise notified by the Agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school. Charter holder shall also comply with the standards for financial management systems outlined in 34 CFR §80.20.
- 16. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the Agency not later than the 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular A-133 or its successor.
- 17. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
- 18. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charterholder shall transmit to the Agency an amount equal to the requested refund. If Charterholder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
- 19. Tuition and Fees. Charterholder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
- 20. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school authorized by the charter.
- 21. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school authorized by the charter.
- 22. Interested Transactions. All financial transactions between the charter school and (a)


 Initialed by the SBOE Chair on 7/13/2001.
 Initialed by the Charterholder Chair on 10/27/2001.
 Initialed by the Charterholder CEO on 10/27/2001.



CONTRACT

Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

23. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a violation of the charter.

Governance and Operations

24. Records Retention and Management. Charterholder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001, et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.

25. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.

26. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.

27. Disclosure of Campaign Contributions. Charterholder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.

28. Indemnification. Except as limited by the Texas Constitution, Charterholder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charterholder, its agents, employees, and subcontractors.

29. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charterholder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension; except that in an emergency Charterholder must notify the Agency by telephone or other means within 24 hours of suspending operations. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract



Initialed by the SBOE Chair on 7/13/2001.

Initialed by the Charterholder Chair on 6/27/2001.

Initialed by the Charterholder CEO on 6/27/2001.

and of the charter.

30. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval of the Board. When approved by the Board for a new location for an instructional facility, the charterholder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.

Enforcement

31. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a violation of the charter.

32. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Chapter 39, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Chapter 39, TEC, Chapter 29, TEC or Chapter 42, TEC is a violation of the charter.

33. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2 and 3, including accountability provisions; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

This Agreement

34. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.

35. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

36. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of the Request for Proposals dated October 1995; (b) applicable law; and (c) all commitments and

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representations made in Charterholder's renewal application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

37. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

38. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

39. Governing Law. In any suit arising under this contract, Texas law shall apply.

40. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

For the State Board of Education:

Grace Shore
Grace Shore, Chair

7-13-01
Date

For West Houston Charter Alliance, Inc.:

Joy Guercio
Ms. Joy Guercio
Chief Executive Officer

6/27/01
Date

Joy Guercio
Ms. Joy Guercio
Chair, Governing Board

6/27/01
Date

JS Initialed by the SBOE Chair on 7/13/2001.
JS Initialed by the Charterholder Chair on 6/27/2001.
JS Initialed by the Charterholder CEO on 6/27/2001.

